

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2 TAHICAN, LLC,

3 Petitioner,

4 vs.

5 THE EIGHTH JUDICIAL DISTRICT
6 COURT of the State of Nevada in and
7 for the County of Clark, and THE
8 HONORABLE KATHLEEN E.
 DELANEY

9 Respondents.

10 and

11 MAX JOLY, PATRICIA JOLY, JEAN
12 FRANCOIS RIGOLLET, LE
13 MACARON LLC, and BYDOO, LLC,

14 Real Parties in Interest

) Appeal No.:

)
) Nature of Proceeding: Writ of
) Electronically Filed
) Mandamus
) Mar 09 2022 03:34 p.m.
) Elizabeth A. Brown
) Clerk of Supreme Court
) Court below:
) Eighth Judicial District Court
) Case No.: A-16-734832-C

15 **APPELLANT'S APPENDIX**

16 (Vol. I of II)

17 (AA00001-AA000246)

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APPENDIX – ALPHABETICAL INDEX

No.	Date	Description	Vol.#	Page Nos
2	04/11/2016	Complaint	I	AA000005– AA000017
12	10/30/2018	Court Minutes	I	AA000240– AA000241
15	01/24/2022	Defendant Tahican, LLC's First Supplement to Motion to Expunge Lis Pendens Pursuant to NRS 14.015	II	AA000345– AA000351
4	10/07/2016	First Amended Complaint	I	AA000023– AA000044
1	09/29/2015	LLC Membership Purchase Agreement	I	AA000001– AA000004
10	9/11/2018	Motion for Leave to Amend the First Amended Complaint to Add Defendants Tahican, LLC and to Add Punitive Damages	I	AA000189– AA000235
6	08/10/2018	Motion to Expunge Notice of Lis Pendens	I	AA000049– AA000064
5	04/04/2017	Notice of Pendency of Action and Lis Pendens	I	AA000045– AA000048
16	02/03/2022	Opposition to Second Motion to Expunge Lis Pendens	II	AA000352– AA000370
19	03/07/2022	Order Granting in Part and Denying in Part Tahican, LLC's Motion to Expunge Lis Pendens Pursuant to NRS 14.015	II	AA000437– AA000449
13	11/27/2018	Order Regarding Lis Pendens	I	AA000242– AA000246
8	8/23/2018	Plaintiffs Opposition to Defendant Rigollet's Motion to Expunge Lis Pendens	I	AA000095– AA000145
3	05/12/2016	Quit Claim Deed	I	AA000018– AA000022

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18	02/15/2022	Recorder's Transcript of Hearing — February 15, 2022	II	AA000402–AA000436
9	9/2/2018	Reply to Opposition to Motion to Expunge Notice of Lis Pendens	I	AA000146–AA000188
7	08/13/2018	Second Amended Complaint	I	AA000065–AA000094
11	10/17/2018	Stipulation and Order Regarding Motion for Leave to Amend Complaint	I	AA000236–AA000239
14	01/21/2022	Tahican, LLC's Motion to Expunge Lis Pendens Pursuant to NRS 14.015	II	AA000247–AA000344
17	02/08/2022	Tahican, LLC's Reply in Support of Motion to Expunge Lis Pendens Pursuant to NRS 14.015	II	AA000371–AA000401

APPENDIX – CHRONOLOGICAL INDEX

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1	09/29/2015	LLC Membership Purchase Agreement	I	AA000001–AA000004
2	04/11/2016	Complaint	I	AA000005–AA000017
3	05/12/2016	Quit Claim Deed	I	AA000018–AA000022
4	10/07/2016	First Amended Complaint	I	AA000023–AA000044
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15	01/24/2022	Defendant Tahican, LLC's First Supplement to Motion to Expunge Lis Pendens Pursuant to NRS 14.015	II	AA000345–AA000351
16	02/03/2022	Opposition to Second Motion to Expunge Lis Pendens	II	AA000352–AA000370
17	02/08/2022	Tahican, LLC's Reply in Support of Motion to Expunge Lis Pendens Pursuant to NRS 14.015	II	AA000371–AA000401

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19	03/07/2022	Order Granting in Part and Denying in Part Tahican, LLC's Motion to Expunge Lis Pendens Pursuant to NRS 14.015	II	AA000437– AA000449

CERTIFICATE OF SERVICE

Pursuant to NRAP 25, I hereby certify that on the 9th day of March, 2022, a copy of the foregoing Petition for Writ of Mandamus was deposited in the US Mail by first class mail, postage fully prepaid, to the following:

Honorable Kathleen E. Delaney
EIGHTH JUDICIAL DISTRICT COURT
Department 25
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155

Jean Francois Rigollet
2003 Smoketree Village
Henderson, Nevada 89012
Defendant Pro Se and Real Party at
Interest

Jared B. Jennings, Esq.
Adam R. Fulton, Esq.
Logan G. Wilson, Esq.
JENNINGS & FULTON
2580 Sorrel Street
Las Vegas, Nevada 89146
Attorneys for Plaintiff and Real Party
in Interest Max Joly

R. Christopher Reade, Esq.
Nevada Bar No. 006791
CORY READE DOWS & SHAFER
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
Attorneys for Defendants and Real
Parties in Interest Le Macaron LLC and
Bydoo LLC

/s/ Elizabeth Arthur
An Employee of CORY READE DOWS & SHAFER

EXHIBIT “1”

EXHIBIT “1”

LLC Membership Purchase Agreement

This Purchase Agreement is entered into on September 29th 2015, between Max JOLY, a married man (the "Seller"), and BYDOO LLC, a Nevada LLC (the "Buyer").

RECITALS

- A. Seller is a member in LE MACARON LLC, a Nevada limited liability company (the "Company");
- B. The business and affairs of the Company are governed by an Operating Agreement dated July 9th 2014 made between the members of the Company (the "Operating Agreement");
- C. Seller owns a 50% membership interest in the Company (the "Membership Interest");
- D. Seller desires to sell and Buyer desires to purchase the Membership Interest in accordance with the terms of this Agreement. In consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties agree as follows:

1. Purchase and Sale of Membership Interest. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Membership Interest in the Company. In consideration thereof, Buyer agrees to pay to Seller \$360,000.00 (three hundred and sixty thousand dollars) as the shares price and balance of his own account (balance of \$437,980 as of September 29th 2015). Payment is schedule as follow: \$100,000.00 (one hundred thousand dollars) to be wire to seller no later than October 31st 2015, \$50,000.00 (fifty thousand dollars) to be wire to seller no later than November 15th 2015, \$70,000.00 (seventy thousand dollars) to be wire to seller no later than February 28th 2016 and the balance of \$140,000.00 (one hundred and forty thousand dollars) no later than June 30th 2016. This depreciation is due and agrees by all parties because of the high deficit of the company at the time of transaction.

2. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of LE MACARON LLC, at 2003 Smoketree Village Cr, Henderson, Nevada on September 29th 2015.

3. Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing that:

- a) Seller has full power and authority to execute and deliver this Agreement and to perform Seller's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and consideration.
- b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by it will constitute a default under or require any notice under any agreement other than the Operating Agreement to which Seller is a party or by which Seller is bound.
- c) Seller holds of record, and owns beneficially, the Membership Interest, free and clear of any restrictions on transfer (other than any restrictions under the Operating Agreement or applicable law), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims, or demands.

4. Representation and Warranties of Buyer. Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing that:

- a) Buyer has full power and authority to execute and deliver this Agreement and to perform Buyer's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and consideration.
- b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Buyer is a party or by which Buyer is bound.

5. Investment Intent of Buyer. Buyer acknowledges that the Membership Interest has not been, and will not be, registered under the Federal Securities Act of 1933, or under any state securities laws, and is being sold in reliance upon federal and state exemptions for transactions not involving any public offering. Further, Buyer is acquiring the Membership Interest solely for Buyer's own account for investment purposes only, and not with a view to further sale or distribution. Buyer is a sophisticated investor with knowledge and experience in business and financial matters and has received the information concerning the Company and the Membership Interest as Buyer requires or desires in order to evaluate the merits and risks inherent in owning the Membership Interest. Buyer is able to bear the economic risk and lack of liquidity inherent in owning the Membership Interest.

6. Closing Covenants and Conditions. Each of the Parties will use their reasonable best efforts to take all actions and to do all things necessary to consummate and make effective the transactions contemplated by this Agreement. In furtherance thereof, Seller will use Seller's reasonable best efforts to obtain the consents of the other members of the Company to the sale of the Membership Interest contemplated by this Agreement in the time and manner required by the Operating Agreement and applicable law. Seller will use Seller's reasonable best efforts to cause the Company to permit Buyer to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations to the Company, to all premises, properties, personnel, books, records, and contracts of and pertaining to the Company. Buyer will treat and hold such information in strict confidence and will not use any of this information except in connection with this Agreement, and, if this Agreement is terminated for whatever reason, Buyer will return to the Company all such information and any and all copies.

7. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions:

- a) The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing;
- b) Seller has performed and complied with all of Seller's covenants made in this Agreement in all material respects at the Closing;
- c) There shall not be any injunction, judgment, order, decree, ruling, charge, or matter in effect that prevents or may prevent consummation of any of the transactions contemplated by this Agreement; and "As-Is" Sale. Except for the warranties given by Seller in Paragraph 3 of this Agreement, Seller has not made and is not giving Buyer any representation or warranty of any kind whatsoever with respect to the Membership Interest, the Company, or any of the business and properties of the Company, and Buyer assumes any and all of the risks associated therewith.

8. Limited Indemnity by Seller. Seller shall indemnify, hold harmless, and defend Buyer from and against any and all liability arising at any time Seller owned the Membership Interest, for Seller's default in Seller's promise to make a contribution to the Company, or if Seller has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreement or applicable law.

9. Terms of Operating Agreement. From and after Closing and at all times that Buyer is a member of the Company, Buyer shall be bound by all of the terms and conditions of the Operating Agreement.

10. Covenant Not to Compete; Promise of Confidentiality. Until December 31st 2019, Seller shall not, directly or indirectly, compete with the Company in any respect, engage in any business or enterprise offering any products or services identical to, similar to, or competitive with any products or services that have been, or may hereafter be offered by the Company; or contact, solicit, or attempt to contact or solicit for any purpose, any past, present, or future customer, employee, or supplier of the Company. Further, at all times Seller shall not use or disclose any intellectual property, trade secrets or information, knowledge, or data relating in any way to the past, present, or future business affairs, conditions, customers, efforts, employees, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Company in whatever form. Seller expressly agrees and acknowledges that a loss arising from a breach of any provision under this Paragraph may not be reasonably and equitably compensated by money damages. Therefore, Seller agrees that in the case of any such breach, Company shall be entitled to injunctive and other equitable relief to prevent Seller from engaging in any prohibited activity, which relief shall be cumulative in addition to any and all other additional remedies that Company may be entitled to at law or in equity. If any court of competent jurisdiction shall determine that any part or all of any provision of this Paragraph is unenforceable or invalid due to the scope of the activities restrained or the geographical extent of the restraints, or otherwise, the parties expressly intend, agree, and stipulate that under such circumstances, the provisions of this Paragraph shall be enforceable to the fullest extent and scope permitted by law. The parties also agree to be bound by any judicial modifications to these provisions that any court of competent jurisdiction may make to carry out the intent and purpose of this

AA000002

Paragraph, This article is limited to the State of Nevada.

11. Non-assignability. This Agreement shall not be assignable by any Party without the prior written consent of the other Party.
12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of NEVADA.
13. Entire Agreement. This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties. The parties have executed this Agreement on the date listed on the first page.

Max JOLY

BYDOO LLC
Jean-François, Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept 24, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept 24, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



ASSIGNMENT OF MEMBERSHIP INTERESTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Max JOLY, a married man (hereinafter referred to as "Assignor"), hereby assigns, setover and transfers to BYDOO LLC, a NEVADA limited liability company (hereinafter referred to as "Assignee"), effective as of the date hereof, all of Assignor's membership interests in LE MACARON LLC and its series, a NEVADA limited liability company (the "LLC"), being a fifty percent (50%) membership interest, leaving Assignor without an interest in said LLC, and Assignee hereby accepts such assignment, as provided under the LLC Membership Purchase Agreement dated September 29th 2015 between Assignor and Assignee (the "Agreement").

TO HAVE AND TO HOLD the same unto the Assignee, its respective successors and assigns forever; and Assignor does for itself, and its successors and assigns, covenant and agree with Assignee to specifically warrant and defend title to the said membership interests assigned hereby unto the Assignee, its successor and assigns, against any and all claims thereto by whomsoever made by or through the Assignor; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the title conveyed is good, its transfer is rightful; that no consent or approval by any other person or entity is required for the valid assignment by the Assignor to the Assignee of the membership interests referenced herein; and that the membership interests are, have been, and shall be delivered free and clear from any security interest or other lien or encumbrance; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that there are no attachments, executions or other writs of process issued against the membership interests conveyed hereunder; that it has not filed any petition in bankruptcy nor has any petition in bankruptcy been filed against it; and that it has not been adjudicated a bankrupt; and Assignor does, for itself, and its successors, and assigns, warrant that it will execute any such further assurances of the foregoing warranties and representations as may be requisite.

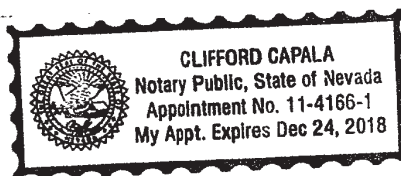
Max JOLY

BYDOO LLC
Jean-François, Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015, personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

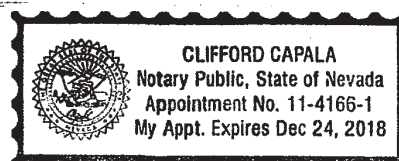
Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015, personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



AA000004

EXHIBIT “2”

EXHIBIT “2”

COMP

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Attorneys for Plaintiff Max Joly

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CLERK OF THE COURT

DISTRICT COURT CLARK COUNTY, NEVADA

MAX JOLY, an individual;

Plaintiff,

vs.

JEAN FRANCOIS RIGOLLET, an
individual; LE MACARON LLC, a Nevada
Limited Liability Company; BYDOO LLC, a
Nevada Limited Liability Company; DOES
1-10; and ROE CORPORATIONS 1-10,

Defendants.

A-16-734832-C

Case No.:

XXV

Dept. No.:

COMPLAINT

**EXEMPT FROM ARBITRATION:
AMOUNT IN CONTROVERSY
EXCEEDS \$50,000.00 &
DECLARATORY RELIEF SOUGHT**

Plaintiff MAX JOLY (hereinafter "Plaintiff") by and through his attorneys of record,
the law firm of Jennings & Fulton, LTD. hereby files this Complaint against Defendants
JEAN FRANCOIS RIGOLLET, LE MACARON LCC, BYDOO LLC, DOES 1-10, and ROE
CORPORATIONS 1-10 and allege as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is an individual whose principle residence is in Lausanne, Switzerland.

1 2. Defendant JEAN FRANCOIS RIGOLLET, is an individual whose principle
2 residence is in Clark County, Nevada.

3 3. Defendant LE MACARON, LLC, is a limited liability corporation formed under
4 the laws of the United States and the State of Nevada, and conducts business in Clark County,
5 Nevada.

6 4. Defendant BYDOO, LLC, is a limited liability corporation formed under the
7 laws of the United States and the State of Nevada, and conducts business in Clark County,
8 Nevada.

9 5. Plaintiffs do not know the true names of the individuals, corporations,
10 partnerships and entities sued and identified in fictitious names as DOES 1-10 and ROE
11 CORPORATIONS 1-10. Plaintiffs allege that such Defendants assisted or participated in
12 activities that resulted in damages suffered by Plaintiffs as more fully discussed under the
13 claims for relief set forth below. Plaintiffs will request leave of this Honorable Court to
14 amend this Complaint to show the true names and capacities of each such fictitious Defendant
15 when Plaintiffs discover such information.

16 6. This Court has personal jurisdiction over all parties, as all parties involved are
17 residents of Clark County, Nevada, own property in Clark County, Nevada, or conduct
18 business in Clark County, Nevada. The Court has subject matter jurisdiction as Plaintiffs are
19 seeking declaratory relief and breach of contract seeking damages in excess of \$50,000.00.

20 7. Venue is proper because all events giving rise to Plaintiffs' claims occurred in
21 Clark County, Nevada.
22

23 GENERAL ALLEGATIONS

24 I. **Plaintiff And Defendants Enter Into A Franchise Partnership**

25 8. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
26 set forth herein.

27 9. At all times relevant to causes of action stated herein, occurred in Clark County,
28 Nevada.

1 10. On or about July 9, 2014, Plaintiff and Defendant BYDOO, LLC executed an
2 operating agreement to establish and operate Defendant LE MACARON, LLC.

3 11. The operating agreement created a franchise partnership between Plaintiff and
4 Defendant BYDOO, LLC.

5 12. Plaintiff and Defendant BYDOO, LLC each contributed \$450,000 in capital,
6 creating a 50 percent ownership interest for each party in Defendant LE MACARON, LLC.

7 **II. Defendants Execute A Purchase Agreement In Favor Of The Plaintiff**

8 13. On or about September 29, 2015, Defendants, in exchange for Plaintiff's
9 ownership interest, executed a LLC Membership Purchase Agreement ("Agreement"),
10 attached hereto as Exhibit "1," wherein the Defendants agreed to pay the Plaintiff the
11 principal sum of Three Hundred and Sixty Thousand Dollars (\$360,000.00) in installment
12 agreements over a period of 9 months.

13 14. The Agreement requires payments to be made from the Defendants to the
14 Plaintiff according to the payment schedule, which follows: One Hundred Thousand Dollars
15 (\$100,000.00) to be paid no later than October 31st, 2015; Fifty Thousand Dollars
16 (\$50,000.00) to be paid no later than November 15th, 2015; Seventy Thousand Dollars
17 (\$70,000.00) to be paid no later than February 28th, 2016; and the remaining balance of One
18 Hundred and Forty Thousand Dollars (\$140,000.00) to be paid no later than June 30th, 2016.

19 15. Pursuant to the Agreement, Plaintiff assigned the ownership interest to the
20 Defendants on September 29, 2015.

21 16. Defendants never made one payment according to the payment schedule.

22 17. Defendants never intended to make a payment according to the Agreement, nor
23 did Defendants intend fulfill his end of the Agreement.

24 18. Defendants intended to defraud Plaintiff of his ownership interest.

25 19. Plaintiff has tried to contact the Defendants numerous times but Defendants
26 have not responded to Plaintiff.

1 20. Defendants are in breach of the Agreement because the Defendants have not
2 made one payment according to the payment schedule in the Agreement, and have not paid
3 the entire purchase price of \$360,000.

4 21. Plaintiff seeks resolution of his claims once and for all by a court of competent
5 jurisdiction.

6 22. Plaintiff has sustained damages in excess of \$10,000.00 as a result of
7 Defendants failure to abide by the terms of the Agreement.

8 23. Plaintiff has been forced to hire an attorney to prosecute this action and
9 therefore seeks recovery of his attorneys' fees and court costs.

10
11 **FIRST CLAIM FOR RELIEF**

12 **Breach of Contract**

13 24. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
14 set forth herein.

15 25. Plaintiff and Defendant entered into a valid and existing contract (the
16 Agreement) wherein the Defendant agreed to pay the Plaintiff as set forth herein.

17 26. Defendants breached the contract by failing to pay any of the scheduled
18 payments owed to the Plaintiff.

19 27. Plaintiff has performed all conditions, covenants, and promises required by
20 Plaintiff pursuant to the aforementioned Agreement by transferring his ownership interest to
21 the Defendants.

22 28. As a direct and proximate consequence of the foregoing, Plaintiff has suffered
23 damages in excess of \$10,000.00.

24 29. Plaintiff has been forced to hire an attorney to prosecute this action and
25 therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.
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3 **SECOND CLAIM FOR RELIEF**

4 **Declaratory Relief**

5 30. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
6 set forth herein.

7 31. A dispute has arisen and actual controversy now exists between Plaintiffs and
8 Defendant, including DOES 1-10 and ROE CORPORATIONS 1-10, and each of them, as to
9 their rights and liabilities with respect to the Agreement, including the rights Plaintiff is
10 claiming pursuant to the Agreement. Plaintiff claims a right to Defendants' personal property.
11 Defendants dispute Plaintiff's claim. Therefore, an actual controversy exists relative to the
12 legal duties and rights of the respective parties, which Plaintiff requests the Court to resolve.

13 32. All of the rights and obligations of the parties arouse out of one series of events
14 or happenings, all of which can be settled and determined in a judgment in this one action.
15 Plaintiff alleges that an actual controversy exists between the parties under the circumstances
16 alleged. A declaration of rights, responsibilities and obligations of the parties is essential to
17 determine their respective obligations in connection with the Agreement. Plaintiff has not a
18 true and speedy remedy at law of any kind.

19 33. Plaintiff has been forced to hire an attorney to prosecute this action and
20 therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

21 **THIRD CLAIM FOR RELIEF**

22 **Contractual Breach of the Covenant of Good Faith and Fair Dealings**

23 34. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
24 set forth herein.

25 35. Plaintiff and Defendants entered into a valid contract whereby Defendants
26 promised to pay the Plaintiff pursuant to the terms of the Agreement.

27 36. Every contract possesses an implied and expressed covenant that the parties to
28 the Agreement would act in good faith and deal fairly with the parties to the Agreement.

1 37. Plaintiff performed all conditions pursuant to the Agreement and transferred
2 Plaintiff's ownership interest to Defendants monies at the time of contract formation and all
3 other conditions, covenants, and promises pursuant to the aforementioned Agreement with the
4 Defendants.

5 38. Defendants breached the duty owed the Plaintiff when the Defendants in
6 violation of the covenants and conditions stated in the Agreement, failed to perform pursuant
7 to the Agreement by not paying the Plaintiff when their performance became due and owing.

8 39. As a direct result of the Defendant's breach of the written agreement, the
9 Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess
10 of \$10,000.00.

11 40. Plaintiff has been forced to hire an attorney to prosecute this action and
12 therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

13 **FOURTH CLAIM FOR RELIEF**

14 **Unjust Enrichment**

15 41. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
16 set forth herein.

17 42. Plaintiff alleges that the Defendant has been unjustly enriched, because
18 Defendants enjoy a 100% ownership interest in Defendant LE MACARON, LLC without
19 paying for 50% of that interest. Plaintiff's ownership interests were transferred to the
20 Defendants and the Defendants intentional or negligent breach of the Agreement has caused
21 financial harm to the Plaintiff.

22 43. As a direct result of the Defendants' breach of the written contract resulting in
23 the Defendants being unjustly enriched, the Plaintiff has suffered damages as a direct and
24 proximate consequence in an amount in excess of \$10,000.00.

25 44. Plaintiff has been forced to hire an attorney to prosecute this action and
26 therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.
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FIFTH CLAIM FOR RELIEF

Fraud in the Inducement

45. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

46. Prior to the transfer of Plaintiff's ownership interest, Defendants fraudulently misrepresented to Plaintiff that Defendants intended to pay according to the payment schedule outlined in the Agreement.

47. Plaintiff would not have transferred over his 50% ownership interest without adequate consideration, and therefore Plaintiff justifiably relied on Defendant's misrepresentation when drafting the Agreement.

48. As a direct and proximate result of Defendant's acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event in excess of \$10,000.00, plus prejudgment interest.

49. Defendants acted willfully and maliciously, and with oppression, fraud, or malice, and as a result of Defendant's wrongful conduct, Plaintiff is entitled to an award of exemplary or punitive damages in an amount greater than \$10,000.00.

50. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

SIXTH CLAIM FOR RELIEF

Fraud

51. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

52. In September 2015, Defendants fraudulently misrepresented to Plaintiff that Defendants would pay for Plaintiff's 50% ownership interest in Defendant LE MACARON, LLC.

53. Plaintiff transferred his 50% ownership interest to Defendants based on this fraudulent misrepresentation.

1 54. Once Defendants took this 50% ownership interest, Defendants refused to make
2 payments according to the payment schedule outlined in the Agreement, and also refused to
3 contact the Plaintiff or respond to any of Plaintiff's communications.

4 55. Defendants never intended to make one payment according to the payment
5 schedule as indicated in the Agreement.

6 56. As a direct and proximate result of Defendant's acts and omissions, Plaintiff has
7 suffered and will continue to suffer direct, incidental, and consequential damages in an
8 amount to be proven at trial, but in any event in excess of \$10,000.00, plus prejudgment
9 interest.

10 57. Defendants acted willfully and maliciously, and with oppression, fraud, or
11 malice, and as a result of Defendant's wrongful conduct, Plaintiff is entitled to an award of
12 exemplary or punitive damages in an amount greater than \$10,000.00.

13 58. Plaintiff has been forced to hire an attorney to prosecute this action and
14 therefore seek recovery of his attorney's fees and costs pursuant to the law.

15 **SEVENTH CLAIM FOR RELIEF**

16 **Piercing the Corporate Veil**

17 59. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
18 set forth therein.

19 60. Defendant JEAN FRANCOIS RIGOLLET is the sole manager and owner of
20 Defendants LE MACARON, LLC and BYDOO, LCC.

21 61. There is such unity of interest and ownership between Defendants LE
22 MACARON, LLC and BYDOO, LCC and Defendant JEAN FRANCOIS RIGOLLET that
23 they are inseparable from each other.

24 62. Defendant JEAN FRANCOIS RIGOLLET set-up these entities with the intent
25 to shield himself from personal liability from his own personal business ventures as an
26 individual with the intent to further his fraud upon the Plaintiff.

27 63. Defendant JEAN FRANCOIS RIGOLLET misuses the protections of a limited
28 liability company by self-dealings such as, comingling funds, funneling money to himself

1 through these entities for his own personal gain as if these entities were merely hollow shells
2 with no real assets or investors.

3 64. All of the profits derived through Defendants LE MACARON, LCC and
4 BYDOO, LLC flow directly to Defendant RIGOLLET; therefore Defendants LE
5 MACARON, LCC and BYDOO, LLC are just the alter egos to the Defendant RIGOLLET.

6 65. Adherence to the corporate fiction of a separate entity would promote a
7 manifest injustice or fraud against Plaintiff because Plaintiff never received any consideration
8 in exchange for his ownership interest.

9 66. As a natural and proximate result of the Defendant using the above stated
10 Defendant entities as direct result of the Defendant's breach of the written agreement, the
11 Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess
12 of \$10,000.00.

13 67. Plaintiff has been forced to hire an attorney to prosecute this action and
14 therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

15 WHEREFORE, Plaintiff prays as follows:

- 16 1. For a declaration of rights and obligations as between Plaintiff and Defendants;
17 2. For judgment against Defendants for damages in an amount in excess of
18 \$10,000.00, together with interest thereon until entry of judgment;
19 3. For entry of an order compelling Defendants to pay Plaintiff's costs and
20 attorneys' fees;
21 4. Consequential and incidental damages according to proof at trial; and

22 ///

23 ///

24 ///

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1
2 5. For such other and further relief as the Court may deem just and proper.
3

4 Dated: This 11th day of April 2016.
5

6 By: /s/ Adam R. Fulton

7 JARED B. JENNINGS, ESQ.

8 Nevada Bar No. 7762

9 jjennings@jfnvlaw.com

10 ADAM R. FULTON, ESQ.

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13 6465 West Sahara Avenue, Suite 103

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15 Telephone (702) 979-3565

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17 *Attorneys for Plaintiff Max Joly*
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1 **IAFD**
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4 jjennings@jfnvlaw.com
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9 Telephone (702) 979-3565
10 Facsimile (702) 362-2060
11 Attorneys for Plaintiff: Max Joly

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DISTRICT COURT
CLARK COUNTY, NEVADA

MAX JOLY, an individual;

Plaintiff(s),

-vs-

JEAN FRANCOIS RIGOLLET, an
individual; LE MACARON LLC, a Nevada
Limited Liability Company; BYDOO LLC,
a Nevada Limited Liability Company;
DOES 1-10; and ROE CORPORATIONS
1-10,

Defendant(s).

A-16-734832-C

CASE NO: XXV

DEPT. NO.

INITIAL APPEARANCE FEE DISCLOSURE (NRS CHAPTER 19)

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are
submitted for parties appearing in the above entitled action as indicated below:

New Complaint Fee

☐ \$1530 ☐ \$520 ☐ \$299 ☒ \$270.00

1st Appearance Fee

☐ \$1483.00 ☐ \$473.00 ☐ \$223.00

Initial Appearance Fee Disclosure 04.11.16/4/11/2016

AA000016

1 Name: MAX JOLY, an individual

2
3 ☐ \$30

4 ☐ \$30

5 ☐ \$30

6 ☐ \$30

7 ☐ Total of Continuation Sheet Attached

☐ \$ _____

8 TOTAL REMITTED: (Required)

Total Paid

\$ 270.00

9
10 DATED this 10th day of APRIL, 2016.

11
12
13
14 
15 JENNINGS & FULTON, LTD.
16 JARED B. JENNINGS, ESQ., Nevada Bar No. 7762
17 jjennings@jfnvlaw.com
18 ADAM R. FULTON, ESQ., Nevada Bar No. 11752
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20 6465 West Sahara Avenue, Suite 103
21 Las Vegas, NV 89146
22 Telephone (702) 979-3565
23 Facsimile (702) 362-2060
24 Attorneys for Plaintiff: MAX JOLY
25
26
27
28

EXHIBIT “3”

EXHIBIT “3”

APN: 178-20-311-033

Affix R.P.T.T: \$765.00

**WHEN RECORDED MAIL AND
MAIL TAX STATEMENT TO:
TAHICAN LLC
2003 Smoketree Village Cr
HENDERSON, NV, 89012**

Inst #: 20160512-0000347

Fees: \$19.00 N/C Fee: \$0.00

RPTT: \$790.50 Ex: #

05/12/2016 08:03:15 AM

Receipt #: 2761733

Requestor:

JAKUBCZACK GROUP LLC

Recorded By: MAYSM Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

QUIT CLAIM DEED

By this instrument dated 05/04/2016 for a valuable consideration,

**BYDOO LLC , 2003 SMOKETREE VILLAGE CR, HENDERSON,
NEVADA, 89012**

do(es) hereby REMISE, RELEASE, and FOREVER QUITCLAIM to:

TAHICAN LLC, 2003 Smoketree Village Cr HENDERSON, NV, 89012

**the following described real property in the State of Nevada, County of
Clark:**

SEE EXHIBIT "A" ATTACHED

Commonly known as: 2003 Smoketree Village Cr HENDERSON, NV, 89012

Exhibit A

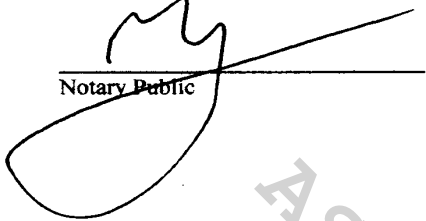
LEGAL DESCRIPTION

Lot Ten (10) in block four (4) of parcel 31 (a portion of Green Valley Ranch – phase 2), as shown by map thereof on file in block 63 of plats, page 11, and by certificate of amendment recorded October 11, 1995 in book 951011 as document No 01517, in the Office of the County Recorder of Clark County, Nevada.

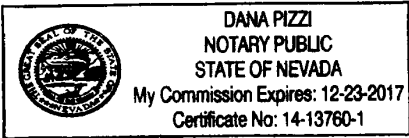
ASSESSOR'S COPY


STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On 4th day of MAY, 2016, personally appeared before me, a Notary Public,
JEAN FRANCOIS RIGOLLET personally known or proven to me to be the
person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that
he/she/they executed this instrument for the purposes therein contained.



Notary Public




RIGOLLET JEAN-FRANCOIS
MANAGER BYD00 LLC

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a. 178-20-311-033
b. _____
c. _____
d. _____

2. Type of Property:

a. ☐ Vacant Land b. ☒ Single Fam. Res.
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
Other _____

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____
Date of Recording: _____
Notes: _____

3.a. Total Value/Sales Price of Property \$ 155.000
b. Deed in Lieu of Foreclosure Only (value of property (_____))
c. Transfer Tax Value: \$ 155.000
d. Real Property Transfer Tax Due \$ 790.50

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity: GRANTOR

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: BYDOO LLC
Address: 2003 Smoketree Village Cr
City: Henderson
State: NV Zip: 89012

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: TAHICAN LLC
Address: 2003 Smoketree Village Cr
City: Henderson
State: NV Zip: 89012

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: JAKUBCZACK GROUP
Address: 155 WHITLY BAY AVE
City: LAS VEGAS

Escrow # _____
State: NV Zip: 89148

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

AA000022

EXHIBIT “4”

EXHIBIT “4”



CLERK OF THE COURT

1 **ACOM**
2 JARED B. JENNINGS, ESQ.
3 Nevada Bar No. 7762
4 jjennings@jfnvlaw.com
5 ADAM R. FULTON, ESQ.
6 Nevada Bar No. 11572
7 afulton@jfnvlaw.com
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9 6465 West Sahara Avenue, Suite 103
10 Las Vegas, NV 89146
11 Telephone: (702) 979-3565
12 Facsimile: (702) 362-2060

13 *Attorneys for Plaintiff, Max Joly*

14 **DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**

16 MAX JOLY, an individual;

17 Plaintiff,

18 vs.

19 JEAN FRANCOIS RIGOLLET, an
20 individual; LE MACARON LLC, a Nevada
21 Limited Liability Company; BYDOO LLC, a
22 Nevada Limited Liability Company; DOES
23 1-10; and ROE CORPORATIONS 1-10,

24 Defendants.

)
) Case No.: A-16-734832-C
)
) Dept. No.: XXV
)
) **FIRST AMENDED COMPLAINT**
) **EXEMPT FROM ARBITRATION:**
) **AMOUNT IN CONTROVERSY**
) **EXCEEDS \$50,000.00 &**
) **DECLARATORY RELIEF SOUGHT**

25 Plaintiff MAX JOLY (hereinafter "Plaintiff") by and through his attorneys of record, the
26 law firm of Jennings & Fulton, LTD. hereby files this First Amended Complaint against
27 Defendants JEAN FRANCOIS RIGOLLET, LE MACARON LCC, BYDOO LLC, DOES 1-10,
28 and ROE CORPORATIONS 1-10 and allege as follows:

29 **PARTIES, JURISDICTION, AND VENUE**

- 30 1. Plaintiff is an individual whose principle residence is in Lausanne, Switzerland.
31 2. Defendant JEAN FRANCOIS RIGOLLET (hereinafter "Rigollet") is an
32 individual whose principal residence is in Clark County, Nevada.

JENNINGS & FULTON, LTD.
6465 W. Sahara Ave., Suite 103
Las Vegas, NV 89146
702.979.3565

AA000024

1 3. Defendant LE MACARON, LLC (hereinafter "Le Macaron") is a limited liability
2 corporation formed under the laws of the United States and the State of Nevada, and conducts
3 business in Clark County, Nevada.

4 4. Defendant BYDOO, LLC (hereinafter "Bydoo") is a limited liability corporation
5 formed under the laws of the United States and the State of Nevada, and conducts business in
6 Clark County, Nevada.

7 5. Plaintiff does not know the true names of the individuals, corporations,
8 partnerships and entities sued and identified in fictitious names as DOES 1-10 and ROE
9 CORPORATIONS 1-10. Plaintiff alleges that such Defendants assisted or participated in
10 activities that resulted in damages suffered by Plaintiff as more fully discussed under the claims
11 for relief set forth below. Plaintiff will request leave of this Honorable Court to amend this
12 Complaint to show the true names and capacities of each such fictitious Defendant when Plaintiff
13 discovers such information.

14 6. This Court has personal jurisdiction over all parties, as all parties involved are
15 residents of Clark County, Nevada, own property in Clark County, Nevada, or conduct business
16 in Clark County, Nevada. The Court has subject matter jurisdiction as Plaintiff is seeking
17 declaratory relief and breach of contract seeking damages in excess of \$50,000.00.

18 7. Venue is proper because all events giving rise to Plaintiff's claims occurred in
19 Clark County, Nevada.

20 GENERAL ALLEGATIONS

21 I. Background

22 8. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
23 set forth herein.

24 9. At all times relevant the causes of action stated herein occurred in Clark County,
25 Nevada.

26 10. Plaintiff and Rigollet, and their respective wives, first encountered each other in
27 the early 2000's and eventually the couples became friends.

1 11. Since that time Rigollet has used fraudulent means, described in greater detail
2 below, to convince Plaintiff to agree to purchase an ownership interest in various joint ventures
3 (including various residential properties and "Le Macaron" restaurant franchises located in Las
4 Vegas, Nevada) and then later defraud Plaintiff of said ownership interests and Plaintiff's money
5 through nefarious means.

6 12. The following allegations of fraud are made for the purposes of satisfying the
7 statutory requirement under N.R.C.P. 9(b) that a cause of action for fraud be pled "with
8 particularity," as well as to support Plaintiff's allegation that Rigollet should be held personally
9 accountable for the actions of Bydoo under the doctrine of "piercing the corporate veil."
10

11 **II. Purchase Of Residential Investment Properties**

12 13. On or about December 31, 2012, Rigollet proposed to Plaintiff a real estate
13 investment opportunity in real estate in Las Vegas which Rigollet assured Plaintiff would be
14 profitable.

15 14. In April 2013, Rigollet convinced Plaintiff to take part in the aforementioned
16 real estate investment and put Plaintiff in contact with Boris Jakubczack (hereinafter "Boris," a
17 non-party to this litigation) who was to facilitate the investment transaction.

18 15. In July 2013, Plaintiff travelled to Las Vegas, Nevada and met with Rigollet and
19 Boris wherein they visited several residential properties.

20 16. On or about August 2013, at the behest of Rigollet and Boris, Plaintiff agreed to
21 contribute a grand total of \$753,665.85 towards the purchase of five (5) residential properties for
22 investment purposes.

23 17. On or about August 8, 2013, Boris formed "NIPAMA LLC" for the purpose of
24 serving as the holding company for Plaintiff's investment in these properties and for which
25 Plaintiff and his spouse would serve as the lone shareholders.

26 18. Plaintiff desired to serve as managing member of NIPAMA, LLC. However, on
27 or about July 2013, Rigollet and Boris met with Plaintiff in person in Las Vegas and falsely
28 misrepresented to Plaintiff that under Nevada law, only a Nevada resident could serve as

1 manager of an LLC.

2 19. Based on this material and fraudulent misrepresentation, Plaintiff eventually
3 consented to allowing Rigollet to serve as the manager of NIPAMA, LLC while foregoing any
4 opportunity to serve in the same capacity, which gave him control over the NIPAMA LLC bank
5 accounts.

6 20. On or about the end of August, the five (5) aforementioned properties were
7 purchased and Rigollet became the manager of NIPAMA, LLC and was responsible for their
8 management.

9 21. Rigollet moved to Las Vegas in September 2013.

10 **III. Plaintiff And Defendants Enter Into A Franchise Partnership To Operate**
11 **"Le Macaron" Franchises**

12 22. In April 2014, through discussions between Plaintiff and Rigollet regarding
13 Rigollet seeking to open a business to obtain an E-2 Investor Visa for Rigollet's son (who
14 eventually obtained a Green Card through a lottery system), Plaintiff showed Rigollet an
15 advertisement for "Le Macaron" franchises (a pastry shop that sells macarons and other pastry
16 products) and the two discussed the possibility of opening one or more in Las Vegas.

17 23. The two travelled to Sarasota, Florida in May 2014 to meet with a franchisor and
18 visit existing stores.

19 24. Rigollet suggested the two invest in the franchises as the investment would be
20 \$150,000 for each store and as they were going to open two stores, they each would invest
21 \$150,000 in the Venture, creating a 50% ownership interest for both Plaintiff and Bydoo in the
22 venture.

23 25. From April 2014 to August 2014, Rigollet represented on multiple occasions to
24 Plaintiff that Rigollet would contribute the same amount of money as Plaintiff into the company
25 as Plaintiff and Rigollet were 50/50 partners.
26
27
28

1 26. On or about July 9, 2014 Plaintiff and Bydoo executed an operating agreement to
2 establish and operate Le Macaron. The operating agreement created a franchise partnership
3 between Plaintiff and Bydoo, with the aforementioned 50/50 split in ownership.

4 27. Rigollet tasked Boris to set up "Le Macaron, LLC" with the Nevada Secretary of
5 State for purposes of operating the franchise.

6 28. Plaintiff lived in Switzerland at all times relevant to this litigation. Meanwhile,
7 Rigollet (with the help of Boris), who was living in Las Vegas, assumed responsibility for the
8 development of the venture, including eventual construction of the restaurants at issue.

9 29. Plaintiff relied throughout the venture on material representations made by
10 Rigollet that Rigollet would manage this joint venture in a professional, profitable, and
11 competent manner.

12 30. After establishing the franchise partnership, a search for possible locations for the
13 restaurants was undertaken. Rigollet suggested the Galleria Mall as a possible site.

14 31. Based on this representation, Plaintiff agreed to the Galleria Mall site. On
15 October 29, 2014 a lease agreement was signed for an anticipated opening date of December 10,
16 2014.

17 32. A site for the second franchise was later selected at the Venetian Hotel & Casino,
18 with a lease agreement being signed on November 25, 2014. According to Rigollet, this second
19 restaurant would open in approximately March 2015.

20 33. Plaintiff had reservations about whether the site was too expensive. However,
21 Boris and Rigollet convinced him that it was the right location, in part by telling Plaintiff he
22 simply "did not know Las Vegas."

23 34. To convince Plaintiff to agree to that particular location, Rigollet assured Plaintiff
24 that "money [was] not a problem" and that he would advance Plaintiff's anticipated return on the
25 business' investment for a period of 2-3 years.

26 35. About this same time, Rigollet informed Plaintiff that, without Plaintiff's consent
27 or approval, he had switched the venture's bank account to Bank of America (the previous
28

1 account, established by Boris, had been with Chase Bank).

2 36. Curiously, Plaintiff was never given any access to this new account by Rigollet.

3 Plaintiff would later learn it was against the financial interests of the venture to have
4 made this change. However, he was never given the opportunity to take part in the decision, thus
5 constituting evidence of fraud against him.

6 37. There were numerous unexplained delays in construction of the two Le Macaron
7 restaurants. Permits were not timely issued, and neither Rigollet nor Boris could explain
8 sufficiently the reasons why.

9 38. Plaintiff (who was still living in Switzerland at the time) repeatedly requested
10 updates from Rigollet and/or Boris about the reasons for the delay, but they could not provide a
11 sufficient answer.

12 39. During this time Plaintiff's wife was diagnosed with cancer. Surgeries were
13 performed in February 2015, March 2015, and a final surgery was performed in June 2015,
14 which resulted in an amputation. This left Plaintiff in greater need of money.

15 40. On April 6, 2015, Boris stated construction of the restaurants were suffering from
16 significant cost overruns and that he could do nothing to speed up the construction process
17 because of trade union regulations—a fact he has known from the beginning but did not disclose
18 to Plaintiff.

19 41. To assist with some of the costs to have the franchises at more prominent and
20 expensive locations, On May 26, 2015, the franchisor loaned the parties \$200,000.00.

21 42. These locations were more expensive than originally anticipated and during
22 construction and set up, Rigollet was continually contacting Plaintiff in high pressured
23 communications telling Plaintiff that he needed to contribute more money to save his investment
24 and that Rigollet was matching any additional cash infusions by Plaintiff as they were 50/50
25 partners so Plaintiff wired additional funds to Rigollet.

26 43. In order to assist in paying for cost overruns, Rigollet suggested Plaintiff agree to
27 the sale of one or more of the residential real properties identified earlier in this Complaint,
28

1 which Plaintiff was hesitant to do but which Rigollet pressured him into doing representing to
2 Plaintiff that he had a buyer who was willing to pay cash for the properties at a fair market value.
3 Rigollet falsely represented to Plaintiff that he would contribute the same amount of money to
4 the venture that Plaintiff contributed if Plaintiff agreed to sell one of his properties. Plaintiff
5 reluctantly approved the sale of one property and as Rigollet was the acting manager of
6 NIPAMA, LLC, the entity which held Plaintiff's properties, Rigollet sold the property without
7 showing Plaintiff any paperwork from the sale (purchase contract, settlement statement, etc.)
8 even though Plaintiff asked to see it. Plaintiff suspects and believes that Rigollet would not
9 show Plaintiff the paperwork as he financially benefitted from this sale illegally while acting as
10 a manager (fiduciary) to NIPAMA.

11 44. Plaintiff is informed and believes, and thereon alleges, that the aforementioned
12 real estate was sold for less-than market value not at "arm's length" to a interested party of
13 Rigollet and Boris. Plaintiff is further informed and believes, and thereon alleges, that such is
14 the direct result of fraud on the part of Rigollet and Boris designed to deprive him of his
15 ownership interest in the properties while simultaneously benefiting Defendants in an unfair
16 manner.

17 45. Through the sale of property and all the additional wires sent by Plaintiff to
18 Rigollet as as result of the high pressure communications demanding more money to prevent
19 Plaintiff from losing his investment, Plaintiff invested \$450,000 with Rigollet for Le Macaron,
20 with the belief that Rigollet had invested the same, being 50/50 partners.

21 46. Plaintiff began to grow suspicious of Rigollet and the alleged need for money to
22 cover alleged cost overruns. He was concerned Bydoo and/or Rigollet may not have contributed
23 their \$450,000.00 share to the business venture. However, each time Plaintiff requested to see
24 the financial records and books of the company, Rigollet made excuses as to why he couldn't
25 provide them. As such, to this day Plaintiff has never seen his own business venture's financial
26 records.

27 47. The Galleria location opened on or about August 15, 2015, significantly late and
28

1 vastly over budget.

2 48. The Venetian location opened on or about September 20, 2015, also significantly
3 late and vastly over budget.

4 49. At roughly the same time, Rigollet intentionally slandered Plaintiff to the
5 franchisor, claiming Plaintiff had "abandoned" the venture, which was patently untrue.

6 50. The venture obtained a health department license prior to the opening of the two
7 restaurants.

8 51. All parties were excited about the venture and believed they would be very
9 lucrative, especially after the openings as the franchisor reported that it was the best recorded
10 opening of any other Le Macaron franchise to date.

11 52. Then, on or about September 24, 2015, just after the openings, Rigollet met with
12 Plaintiff in person and told Plaintiff that he no longer wished to work with him and that he
13 wanted to buy him out. It was at this meeting that Rigollet made the following
14 misrepresentations to Plaintiff: (1) that, pursuant to their agreement, Rigollet reaffirmed that he
15 had invested the same amount of money into the venture that Plaintiff had, (2) Rigollet told
16 Plaintiff that since Plaintiff didn't have enough money to buy out Rigollet's interest in Le
17 Macaron, that Plaintiff had to accept Rigollet's offer to buy Plaintiff's interest out and that if he
18 didn't agree, Rigollet would withdraw from the company and, since the health department
19 required a Nevada resident for its health license, if Plaintiff were left as the sole owner and
20 someone (and Rigollet pointed to himself) called the health department and reported it, the health
21 department would shut the business down, effectively forcing Plaintiff into believing he had to
22 sell his shares in the company to Rigollet or that the business would be shut down and Plaintiff
23 would lose his investment, (4) Rigollet represented that he would provide an accounting to
24 Plaintiff showing the value of the assets, the amount of liabilities, and the investments made into
25 the company prior to issuing Plaintiff a buyout amount, which Rigollet never provided, (5)
26 Rigollet told Plaintiff that he would buy out Plaintiff's interest using Bydoo, LLC, as Bydoo
27 owned several valuable real estate properties that would effectively serve as "collateral" on the
28

1 note Rigollet would give him for his interest in Le Macaroon, (6) Rigolett told Plaintiff that the
2 Note would be structured to aggressively make large payments to Plaintiff and that he would
3 have it paid off in less than a year.

4 53. Plaintiff felt blindsided at this meeting as the parties were jovially socializing just
5 the day before discussing how successful the venture would be, and Plaintiff believed that if he
6 didn't sell his interest to Rigollet, Rigollet would withdraw his interest and report the business to
7 the health department to shut it down and Plaintiff would lose everything.

8 54. Additionally, although Plaintiff felt that he was being pushed out intentionally, he
9 believed that Rigollet had several valuable properties owned by Bydoo, LLC and that Rigolett
10 would make all the payments on the Note to buy out Plaintiff's interest allowing Plaintiff to
11 recover some of his investment.

12 55. From August 2013 to December 2015 Rigollet took money from NIPAMA, LLC,
13 to pay for Rigollet's personal expenses on his own properties, which belonged solely to Plaintiff.

14 56. Under duress due to Rigollet's intentional false statement regarding the status of
15 the health department license, knowing he could not relocate from Europe to oversee the stores,
16 believing that Bydoo owned several valuable properties that far exceeded the amount of the
17 buyout, and being essentially "fed up" with the lies and misrepresentations made by Rigollet
18 (and Boris) during the construction process, especially by always making excuses as to why
19 Plaintiff could not see the financial records and books, Plaintiff agreed to sell his share of the
20 venture to Rigollet and Bydoo.

21 **IV. Plaintiff Sells His Interest In The Venture To Bydoo (Rigollet).**

22 57. On or about September 29, 2015, Defendants, in exchange for Plaintiff's
23 ownership interest, executed a LLC Membership Purchase Agreement ("Agreement"), attached
24 hereto as Exhibit "1," wherein the Defendants agreed to pay the Plaintiff the principal sum of
25 \$360,000.00 in installment agreements over a period of 9 months.

26 58. The Agreement required payments to be made from the Defendants to the
27 Plaintiff according to the payment schedule, which follows: \$100,000.00 to be paid no later than
28

1 October 31, 2015; \$50,000.00 to be paid no later than November 15, 2015; \$70,000.00 to be paid
2 no later than February 28, 2016; and the remaining balance of \$140,000.00 to be paid no later
3 than June 30, 2016.

4 59. Pursuant to the Agreement, Plaintiff assigned the ownership interest to the
5 Defendants on September 29, 2015.

6 60. To date, Defendants have never made one single payment according to the
7 Payment schedule.

8 61. Plaintiff is informed and believes, and hereon allege, that Defendants never
9 intended to make a payment according to the Agreement, nor did Defendants intend fulfill their
10 end of the Agreement.

11 62. Plaintiff is informed and believes, and hereon alleges, that Defendants specifically
12 intended to defraud Plaintiff of his ownership interest in all the manners identified and described
13 above and that Plaintiff relied on the material misrepresentations of the Defendants in entering
14 into the aforementioned Agreement which resulted in damages to the Plaintiff.

15 63. Plaintiff has tried to contact the Defendants numerous times but Defendants have
16 not responded to Plaintiff.

17 64. Defendants are in breach of the Agreement because the Defendants have not made
18 one single payment according to the payment schedule in the Agreement, and have not paid the
19 entire purchase price of \$360,000.00.

20 65. Defendants have committed numerous fraudulent acts throughout the course of
21 this transaction, which are described with particularity in the paragraphs above as required by
22 N.R.C.P. 9(b), which resulted in the unfair deprivation of Plaintiff's ownership in both the Le
23 Macaron business venture as well as one or more of the real properties identified above, which
24 were sold to pay for costs related to the business venture.

25 66. Plaintiff seeks resolution of his claims once and for all by a court of competent
26 jurisdiction.
27
28

1 67. Plaintiff has sustained damages in excess of \$10,000.00 as a result of Defendants
2 failure to abide by the terms of the Agreement.

3 68. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
4 seeks recovery of his attorneys' fees and court costs.

5 **FIRST CLAIM FOR RELIEF**

6 **Breach of Contract (Against All Defendants)**

7 69. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
8 set forth herein.

9 70. Plaintiff and Defendant entered into a valid and existing contract (the Agreement)
10 wherein the Defendant agreed to pay the Plaintiff as set forth herein.

11 71. Defendants breached the contract by failing to pay any of the scheduled payments
12 owed to the Plaintiff.

13 72. Plaintiff has performed all conditions, covenants, and promises required by
14 Plaintiff pursuant to the aforementioned Agreement by transferring his ownership interest to the
15 Defendants.

16 73. As a direct and proximate consequence of the foregoing, Plaintiff has suffered
17 damages in excess of \$10,000.00.

18 74. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
19 seeks recovery of his attorneys' fees and court costs pursuant to the law.

20 **SECOND CLAIM FOR RELIEF**

21 **Declaratory Relief (Against All Defendants)**

22 75. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
23 set forth herein.

24 76. A dispute has arisen and actual controversy now exists between Plaintiff and
25 Defendants, including DOES 1-10 and ROE CORPORATIONS 1-10, and each of them, as to
26 their rights and liabilities with respect to the Agreement, including the rights Plaintiff is claiming
27 pursuant to the Agreement. Plaintiff claims a right to Defendants' personal property. Defendants
28

1 dispute Plaintiff's claim. Therefore, an actual controversy exists relative to the legal duties and
2 rights of the respective parties, which Plaintiff requests the Court to resolve.

3 77. All of the rights and obligations of the parties arose out of one series of events or
4 happenings, all of which can be settled and determined in a judgment in this one action. Plaintiff
5 alleges that an actual controversy exists between the parties under the circumstances alleged. A
6 declaration of rights, responsibilities and obligations of the parties is essential to determine their
7 respective obligations in connection with the Agreement. Plaintiff has not a true and speedy
8 remedy at law of any kind.

9 78. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
10 seeks recovery of his attorneys' fees and court costs pursuant to the law.

11 **THIRD CLAIM FOR RELIEF**

12 **Contractual Breach of the Covenant of Good Faith and Fair Dealings (Against All**
13 **Defendants)**

14 79. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
15 set forth herein.

16 80. Plaintiff and Defendants entered into a valid contract whereby Defendants
17 promised to pay the Plaintiff pursuant to the terms of the Agreement.

18 81. Every contract possesses an implied and expressed covenant that the parties to the
19 Agreement would act in good faith and deal fairly with the parties to the Agreement.

20 82. Plaintiff performed all conditions pursuant to the Agreement and transferred
21 Plaintiff's ownership interest to Defendants monies at the time of contract formation and all
22 other conditions, covenants, and promises pursuant to the aforementioned Agreement with the
23 Defendants.

24 83. Defendants breached the duty owed the Plaintiff when the Defendants in violation
25 of the covenants and conditions stated in the Agreement, failed to perform pursuant to the
26 Agreement by not paying the Plaintiff when their performance became due and owing.
27
28

1 84. As a direct result of the Defendant's breach of the written agreement, the Plaintiff
2 has suffered damages as a direct and proximate consequence in an amount in excess of
3 \$10,000.00.

4 85. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
5 seeks recovery of his attorneys' fees and court costs pursuant to the law.

6 **FOURTH CLAIM FOR RELIEF**

7 **Unjust Enrichment (Against All Defendants)**

8 86. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
9 set forth herein.

10 87. Plaintiff alleges that the Defendant has been unjustly enriched, because
11 Defendants enjoy a 100% ownership interest in Defendant LE MACARON, LLC without paying
12 for 50% of that interest. Plaintiff's ownership interests were transferred to the Defendants and
13 the Defendants intentional or negligent breach of the Agreement has caused financial harm to the
14 Plaintiff.

15 88. As a direct result of the Defendants' breach of the written contract resulting in the
16 Defendants being unjustly enriched, the Plaintiff has suffered damages as a direct and proximate
17 consequence in an amount in excess of \$10,000.00.

18 89. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
19 seeks recovery of his attorneys' fees and court costs pursuant to the law.

20 **FIFTH CLAIM FOR RELIEF**

21 **Fraudulent Misrepresentation (Against All Defendants)**

22 90. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
23 set forth herein.

24 91. Prior to the transfer of Plaintiff's ownership interest, Defendants made fraudulent
25 representations to Plaintiff regarding Defendant Rigollet's and consequentially Bydoo's
26 investment in the venture, threats of withdrawal and cancellation of the health license, an
27 accounting, and that Bydoo's buyout of Plaintiff's shares would be secured by the substantial
28

1 assets of Bydoo until the note was paid off. As alleged above, Defendants made further
2 misrepresentations regarding the creation of the entity and control of the same for the properties
3 that Plaintiff purchased. Further, Defendants made misrepresentations regarding the sale of
4 Plaintiff's property and made misrepresentations regarding Plaintiff's bank accounts.

5 92. Defendants knew that the foregoing misrepresentations were false and intended to
6 induce Plaintiff to act on the misrepresentation.

7 93. Plaintiff would not have transferred over his 50% ownership interest in Le
8 Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defendant's
9 fraudulent representations to sell his interest in Le Macaron.

10 94. As a direct and proximate result of Defendant's acts and omissions, Plaintiff has
11 suffered and will continue to suffer direct, incidental, and consequential damages in an amount to
12 be proven at trial, but in any event in excess of \$10,000.00, plus prejudgment interest.

13 95. Defendants acted willfully and maliciously, and with oppression, fraud, or malice,
14 and as a result of Defendant's wrongful conduct, Plaintiff is entitled to an award of exemplary or
15 punitive damages in an amount greater than \$10,000.00.

16 96. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
17 seek recovery of his attorney's fees and costs pursuant to the law.

18 **SIXTH CLAIM FOR RELIEF**

19 **Piercing the Corporate Veil (Against Rigollet)**

20 97. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
21 set forth therein.

22 98. Rigollet is the sole manager and owner of Le Macaron and Bydoo.

23 99. There is such unity of interest and ownership between Le Macaron/Bydoo and
24 Rigolett that they are inseparable from each other.

25 100. Rigollet set up and established these entities with the intent to shield himself from
26 personal liability from his own personal business ventures as an individual with the intent to
27 further his fraud upon the Plaintiff.
28

1 101. Rigollet represented to Plaintiff that he was going to buy Plaintiff's interest in Le
2 Macaron using Bydoo as Bydoo had substantial assets to secure the note until it was paid off.

3 102. Rigollet misused the protections of a limited liability company by self-dealings
4 such as, comingling funds, funneling money to himself through these entities for his own
5 personal gain as if these entities were merely hollow shells with no real assets or investors.

6 103. All of the profits derived through Le Macaron and Bydoo flow directly to
7 Rigollet; therefore both entities are merely the alter egos to the Rigollet.

8 104. Adherence to the corporate fiction of a separate entity would promote a manifest
9 injustice or fraud against Plaintiff because Plaintiff never received any consideration in exchange
10 for his ownership interest.

11 105. As a natural and proximate result of Rigollet using the above stated Defendant
12 entities as direct result of Rigollet's breaches of written agreements and fraudulent activities,
13 Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of
14 \$10,000.00.

15 106. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
16 seeks recovery of his attorneys' fees and court costs pursuant to the law.

17 **WHEREFORE**, Plaintiff prays as follows:

- 18 1. For a declaration of rights and obligations as between Plaintiff and Defendants;
19 2. For judgment against Defendants for damages in an amount in excess of
20 \$10,000.00, together with interest thereon until entry of judgment;
21 3. For entry of an order compelling Defendants to pay Plaintiff's costs and attorneys'
22 fees;
23 4. Consequential and incidental damages according to proof at trial; and

24 ///

25 ///

26 ///

5. For such other and further relief as the Court may deem just and proper.

Dated: This 7th day of October, 2016.



D B. JENNINGS, ESQ.
Nevada Bar No. 7762
jjennings@jfnvlaw.com
ADAM R. FULTON, ESQ.
Nevada Bar No. 11572
afulton@jfnvlaw.com
6465 West Sahara Avenue, Suite 103
Las Vegas, NV 89146
Telephone (702) 979-3565
Facsimile (702) 362-2060
Attorneys for Plaintiff Max Joly

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 7.26, I hereby certify that on the 7th day of October, 2016, I served a true and correct copy of the foregoing Plaintiff's **FIRST AMENDED COMPLAINT** by direct email through the Court's electronic filing system, to the persons and address listed below:

Nadin J. Cutter, Esq.
George E. Robinson, Esq.
CUTTER LAW FIRM, CHTD.
6787 West Tropicana, Suite 268
Las Vegas, Nevada 89103
Telephone: (702) 800-6525
Facsimile: (702) 800-6527
Cutter@CutterLegal.com

Counsel for Defendants

/s/ Vicki Bierstedt

Employee of the Law Firm of Jennings &
Fulton, Ltd.

EXHIBIT "1"

EXHIBIT "1"

LLC Membership Purchase Agreement

This Purchase Agreement is entered into on September 29th 2015, between Max JOLY, a married man (the "Seller"), and BYDOO LLC, a Nevada LLC (the "Buyer").

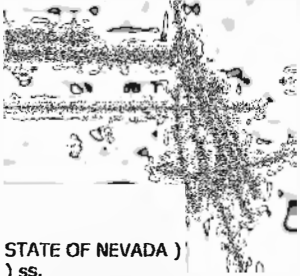
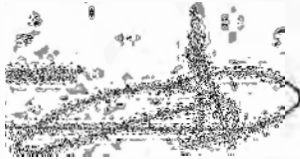
RECITALS

- A. Seller is a member in LE MACARON LLC, a Nevada limited liability company (the "Company");
- B. The business and affairs of the Company are governed by an Operating Agreement dated July 9th 2014 made between the members of the Company (the "Operating Agreement");
- C. Seller owns a 50% membership interest in the Company (the "Membership Interest");
- D. Seller desires to sell and Buyer desires to purchase the Membership Interest in accordance with the terms of this Agreement. In consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties agree as follows:

1. **Purchase and Sale of Membership Interest.** Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Membership Interest in the Company. In consideration thereof, Buyer agrees to pay to Seller \$360,000.00 (three hundred and sixty thousand dollars) as the shares price and balance of his owner account (balance of \$437,980 as of September 29th 2015). Payment is schedule as follow: \$100,000.00 (one hundred thousand dollars) to be wire to seller no later than October 31st 2015, \$50,000.00 (fifty thousand dollars) to be wire to seller no later than November 15th 2015, \$70,000.00 (seventy thousand dollars) to be wire to seller no later than February 28th 2016 and the balance of \$140,000.00 (one hundred and forty thousand dollars) no later than June 30th 2016. This depreciation is due and agrees by all parties because of the high deficit of the company at the time of transaction.
2. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of LE MACARON LLC, at 2003 Smoketree Village Cr, Henderson, Nevada on September 29th 2015.
3. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing that:
 - a) Seller has full power and authority to execute and deliver this Agreement and to perform Seller's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and consideration.
 - b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by it will constitute a default under or require any notice under any agreement other than the Operating Agreement to which Seller is a party or by which Seller is bound.
 - c) Seller holds of record, and owns beneficially, the Membership Interest, free and clear of any restrictions on transfer (other than any restrictions under the Operating Agreement or applicable law), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims, or demands.
4. **Representation and Warranties of Buyer.** Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing that:
 - a) Buyer has full power and authority to execute and deliver this Agreement and to perform Buyer's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and consideration.
 - b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Buyer is a party or by which Buyer is bound.
5. **Investment Intent of Buyer.** Buyer acknowledges that the Membership Interest has not been, and will not be, registered under the Federal Securities Act of 1933, or under any state securities laws, and is being sold in reliance upon federal and state exemptions for transactions not involving any public offering. Further, Buyer is acquiring the Membership Interest solely for Buyer's own account for investment purposes only, and not with a view to further sale or distribution. Buyer is a sophisticated investor with knowledge and experience in business and financial matters and has received the information concerning the Company and the Membership Interest as Buyer requires or desires in order to evaluate the merits and risks inherent in owning the Membership Interest. Buyer is able to bear the economic risk and lack of liquidity inherent in owning the Membership Interest.
6. **Closing Covenants and Conditions.** Each of the Parties will use their reasonable best efforts to take all actions and to do all things necessary to consummate and make effective the transactions contemplated by this Agreement. In furtherance thereof, Seller will use Seller's reasonable best efforts to obtain the consents of the other members of the Company to the sale of the Membership Interest contemplated by this Agreement in the time and manner required by the Operating Agreement and applicable law. Seller will use Seller's reasonable best efforts to cause the Company to permit Buyer to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations to the Company, to all premises, properties, personnel, books, records, and contracts of and pertaining to the Company. Buyer will treat and hold such information in strict confidence and will not use any of this information except in connection with this Agreement, and, if this Agreement is terminated for whatever reason, Buyer will return to the Company all such information and any and all copies.
7. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions:
 - a) The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing;
 - b) Seller has performed and complied with all of Seller's covenants made in this Agreement in all material respects at the Closing;
 - c) There shall not be any injunction, judgment, order, decree, ruling, charge, or matter in effect that prevents or may prevent consummation of any of the transactions contemplated by this Agreement; and "As-is" Sale. Except for the warranties given by Seller in Paragraph 3 of this Agreement, Seller has not made and is not giving Buyer any representation or warranty of any kind whatsoever with respect to the Membership Interest, the Company, or any of the business and properties of the Company, and Buyer assumes any and all of the risks associated thereon.
8. **Limited Indemnity by Seller.** Seller shall indemnify, hold harmless, and defend Buyer from and against any and all liability arising at any time Seller owned the Membership Interest, for Seller's default in Seller's promise to make a contribution to the Company, or if Seller has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreement or applicable law.
9. **Terms of Operating Agreement.** From and after Closing and at all times that Buyer is a member of the Company, Buyer shall be bound by all of the terms and conditions of the Operating Agreement.
10. **Covenant Not to Compete; Promise of Confidentiality.** Until December 31st 2019, Seller shall not, directly or indirectly, compete with the Company in any respect, engage in any business or enterprise offering any products or services identical to, similar to, or competitive with any products or services that have been, or may hereafter be offered by the Company; or contact, solicit, or attempt to contact or solicit for any purpose, any past, present, or future customer, employee, or supplier of the Company. Further, at all times Seller shall not use or disclose any intellectual property, trade secrets or information, knowledge, or data relating in any way to the past, present, or future business affairs, conditions, customers, efforts, employees, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Company in whatever form. Seller expressly agrees and acknowledges that a loss arising from a breach of any provision under this Paragraph may not be reasonably and equitably compensated by money damages. Therefore, Seller agrees that in the case of any such breach, Company shall be entitled to injunctive and other equitable relief to prevent Seller from engaging in any prohibited activity, which relief shall be cumulative in addition to any and all other additional remedies that Company may be entitled to at law or in equity. If any court of competent jurisdiction shall determine that any part or all of any provision of this Paragraph is unenforceable or invalid due to the scope of the activities restrained or the geographical extent of the restraints, or otherwise, the parties expressly intend, agree, and stipulate that under such circumstances, the provisions of this Paragraph shall be enforceable to the fullest extent and scope permitted by law. The parties also agree to be bound by any judicial modifications to these provisions that any court of competent jurisdiction may make to carry out the intent and purpose of this

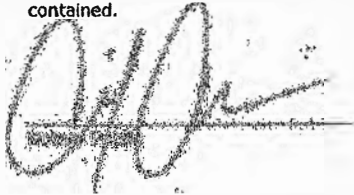
Paragraph. This article is limited to the State of Nevada.

11. Non-assign ability. This Agreement shall not be assignable by any Party without the prior written consent of the other Party.
12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of NEVADA.
13. Entire Agreement. This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties. The parties have executed this Agreement on the date listed on the first page.



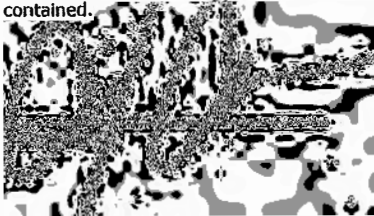
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of SEPT. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of SEPT 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.



ASSIGNMENT OF MEMBERSHIP INTERESTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Max JOLY, a married man (hereinafter referred to as "Assignor"), hereby assigns, setover and transfers to BYDOO LLC, a NEVADA limited liability company (hereinafter referred to as "Assignee"), effective as of the date hereof, all of Assignor's membership interests in LE MACARON LLC and its series, a NEVADA limited liability company (the "LLC"), being a fifty percent (50%) membership interest, leaving Assignor without an interest in said LLC, and Assignee hereby accepts such assignment, as provided under the LLC Membership Purchase Agreement dated September 29th 2015 between Assignor and Assignee (the "Agreement").

TO HAVE AND TO HOLD the same unto the Assignee, its respective successors and assigns forever; and Assignor does for itself, and its successors and assigns, covenant and agree with Assignee to specifically warrant and defend title to the said membership interests assigned hereby unto the Assignee, its successor and assigns, against any and all claims thereto by whomsoever made by or through the Assignor; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the title conveyed is good, its transfer is rightful; that no consent or approval by any other person or entity is required for the valid assignment by the Assignor to the Assignee of the membership interests referenced herein; and that the membership interests are, have been, and shall be delivered free and clear from any security interest or other lien or encumbrance; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that there are no attachments, executions or other writs of process issued against the membership interests conveyed hereunder; that it has not filed any petition in bankruptcy nor has any petition in bankruptcy been filed against it; and that it has not been adjudicated a bankrupt; and Assignor does, for itself, and its successors, and assigns, warrant that it will execute any such further assurances of the foregoing warranties and representations as may be requisite.

BYDOO LLC
Jean-François, Manager

STATE OF NEVADA)
COUNTY OF CLARK)

Notary Public, State of Nevada
My Comm. Expires Dec 24, 2018



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.



EXHIBIT “5”

EXHIBIT “5”

3

Inst #: 20170405-0002429
Fees: \$19.00
N/C Fee: \$0.00
04/05/2017 03:17:20 PM
Receipt #: 3050704
Requestor:
JENNINGS & FULTON LTD
Recorded By: CDE Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 178-20-311-033

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrrealprop/owner.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

NOTICE OF PENDENCY OF ACTION AND LIS PENDENS

Document Title on cover page must appear EXACTLY as the first page of the document
to be recorded.

RECORDING REQUESTED BY:

Jared B. Jennings, Esq.

RETURN TO: Name Jennings & Fulton, Ltd.

Address 6465 West Sahara Ave., Suite 103

City/State/Zip Las Vegas, NV 89146

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name

Address

City/State/Zip

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

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Using this cover page does not exclude the document from assessing a noncompliance fee.

P:\Common\Forms & Notices\Cover Page Template Feb2014



JENNINGS & FULTON, LTD.
6465 W. Sahara Ave., Suite 103
Las Vegas, NV 89146
702.979.3565

NOLP

JENNINGS & FULTON, LTD.

JARED B. JENNINGS, Esq.

Nevada Bar No. 7762

Email: jjennings@jfnvlaw.com

ADAM R. FULTON, Esq.

Nevada Bar No. 11572

Email: afulton@jfnvlaw.com

6465 West Sahara Avenue, Suite 103

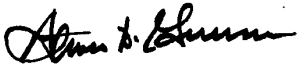
Las Vegas, Nevada 89146

Telephone (702) 979-3565

Facsimile (702) 362-2060

Attorneys for Plaintiff: Max Joly

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04/04/2017 05:07:43 PM



CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

MAX JOLY, an individual

Plaintiff,

vs.

JEAN FRANCOIS RIGOLLET, an
individual; LE MACARON LLC, a Nevada
Limited Liability Company; BYDOO LLC,
a Nevada Limited Liability Company;
DOES 1-10; and ROE CORPORATIONS 1-
10,

Defendants.

Case No.: A-16-734832-C

Dept. No.: XXV

**NOTICE OF PENDENCY OF
ACTION AND LIS PENDENS**

NOTICE OF PENDENCY OF ACTION AND LIS PENDENS

NOTICE IS HEREBY GIVEN TO ANY AND ALL PERSONS AFFECTED HEREBY that a complaint has been filed in the above-entitled matter by the foregoing Plaintiff Max Joly, as against certain Defendants, including JEAN FRANCOIS RIGOLLET, an individual, LE MACARON LLC, a Nevada Limited Liability Company, and BYDOO LLC, a Nevada Limited Liability Company, raising claims to title in and to the following property and that said Complaint thereby creates a constructive trust thereon and that said Plaintiff does hereby provide Notice pursuant to Chapter 14 of the Nevada Revised Statutes to any and all persons claiming any interest in the Subject Real Property of this pending action located in Clark County, Nevada,



JENNINGS & FULTON, LTD.
6465 W. Sahara Ave., Suite 103
Las Vegas, NV 89146
702.382.3565

commonly known as 2003 SMOKETREE VILLAGE CIR , HENDERSON, NV 89012, also described as APN# 178-20-311-033 and recorded in the Official Records of the Clark County, Nevada, Office the Recorder as follows:

LOT TEN (10) IN BLOCK FOUR (4) OF PARCEL 31 (A PORTION OF GREEN VALLEY RANCH - PHASE 2), AS SHOWN BY MAP THEREOF ON FILE IN BLOCK 63 OF PLATS, PAGE 11, AND BY CERTIFICATE OF AMENDMENT RECORDED OCTOBER 11, 1995 IN BOOK 951011 AS DOCUMENT NO 01517, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. [hereinafter "Subject Property"].

Pursuant to NRS 14.010 notice is hereby provided that Plaintiff is seeking to assert his rights to legal and equitable title in and to the Subject Property and to establish and declare Plaintiff's rights in the Subject Property, as well as additional claims of general and specific damages as alleged, attorney's fees and litigation costs, as well as any other form of relief which the Court may deem to be appropriate due to one or more of Defendant's acts, errors, conspiracies, and/or omissions, including the fact that said property is an asset of Judgment Debtor so indebted to Claimant.

Dated: This 4th day of April, 2017

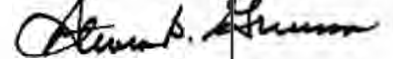
JENNINGS & FULTON, LTD.

By: 
JARED B. JENNINGS, Esq.
Nevada Bar No. 7762
Email: jjennings@jfnvlaw.com
ADAM R. FULTON, Esq.
Nevada Bar No. 11572
Email: afulton@jfnvlaw.com
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Telephone (702) 979-3565
Facsimile (702) 362-2060
Attorneys for Plaintiff: Max Joly



EXHIBIT “6”

EXHIBIT “6”



Jean Francois RIGOLLET
2003 Smoketree Village
HENDERSON
89012 - NEVADA
Telephone: (702) 985-1205
rigollet.jfsenior@wanadoo.fr
PRO SE

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

MAX JOLY, an individual;

Plaintiff and Counter-Defendant,

v.

JEAN FRANCOIS RIGOLLET, an individual;
LE MACARON LLC., a Nevada Limited
Liability Company; BYDOO LLC., a Nevada
Limited Liability Company; DOES 1-10; and
ROE CORPORATIONS 1-10,

Defendants and Counter-Claimants.

Case No.: A-16-734832-C
Dept. No.: XXV

MOTION TO EXPUNGE NOTICE
OF LIS PENDENS

I, Defendant Jean François RIGOLLET, in proper person, submit this Motion to
Expunge Notice of Lis Pendens recorded by Plaintiff.

The motion is made and based upon memorandum allowed and exhibits attached.

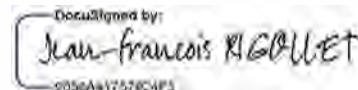
DATED this 9th day of August, 2018

Respectfully

/s/ Jean François Rigollet

JEAN FRANCOIS RIGOLLET

2003 Smoketree Village HENDERSON - 89012 - NEVADA Telephone:
(702)-985-120 rigollet.jfsenior@wanadoo.fr

DocuSigned by:

9056A417578C4F3

NOTICE OF MOTION

To : Max Joly, Plaintiff,

To : Jared JENNINGS and Adam FULTON, Counsels of Plaintiff,

Take notice that a hearing of this motion will be held before Department XXV of
the Eight Judicial District Court, located at the original Justice Center on 200 Lewis
Avenue, Las Vegas, Nevada – 89155, on the 11 day of September
2018, at the hour of 9:00 AM in Courtroom 3F

1 **MEMORANDUM**

2
3 **1/ INTRODUCTION**

4 Based upon Plaintiff's inability to satisfy the statutory requirements of NRS
5 14.015 (2) and (3), this Court Should issue an order cancelling Plaintiff's Notice of
6 Lis Pendens pursuant to NRS 14.015 (5).
7

8
9 **2/ STATEMENT OF FACTS**

10 Plaintiff filed Complaint on 10/7/2016, while Mr. Max JOLY sell to BYDOO LLC
11 his 50% share of the Le Macaron LLC (Exhibit A), and the price has not been paid.
12 An answer to first amended complaint and counterclaim filed on 12/7/2017.

13 In conjunction with filing its Complaint, Plaintiff filed a Notice of Lis
14 Pendens on 4/4/2017 relative to the property 2003 Smoketree Village Circle –
15 HENDERSON – NV – 89012.
16

17 This property is owned by TAHICAN LLC, which is not part in this lawsuit.
18 Plaintiff recordered the Notice of Lis Pendens with the Clark County Recorder on
19 4/5/2017 as Instrument No. 20170405-0002429. (Exhibit B)
20

21
22 **3/ ARGUMENT**

23 A lis pendens can only be supported by a claim that affects title to real
24 property, or a claim that affects possession of real property. See NRS 14.010(1). The
25 purpose of a lis pendens is to provide notice that there is pending litigation related to
26 a property. See NRS 14.010(3).
27
28

1 In this case, the dispute concerns an assignment of shares in a company, but
2 has nothing to do with the property located at 2003 Smoketree Village in
3 HENDERSON - NEVADA.
4

5 Under Nevada law, it is fundamental to the recording of a lis pendens that
6 the action involve some legal interest in the challenged real property, such as title
7 disputes or lien foreclosures. See *In re Bradshaw*, 315 B.R. 875
8 (Bkrcty.D.Nev.2004). A lis pendens may not be used to obtain a type of pre-
9 judgment writ of attachment which can later be used in the eventual collection of a
10 judgment. *Levinson v. Eighth Judicial District Court in and for the County of*
11 *Clark*, 1109 Nev. 747, 857 P.2d 18, 20-21 (1993). In other words, if a plaintiff
12 merely has a suit for monetary damages against a defendant, the plaintiff cannot
13 record a lis pendens against that the defendant's real property to secure payment for
14 any judgment the plaintiff might eventually obtain. The Nevada Supreme Court
15 has observed that lis pendens are not appropriate instruments for use in promoting
16 recoveries in actions for personal or money judgments; rather, their office is to
17 prevent the transfer or loss of real property which is the subject of dispute in the
18 action that provides the basis for the lis pendens." *Levinson*, 857 P.2d at 20.
19
20
21
22

23 Furthermore, a plaintiff improperly filing a lis pendens against a defendant's
24 real property without the requisite legal basis, could end up subject to sanctions,
25 usually in the form of an award of attorney's fees to the defendant.
26
27
28

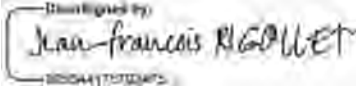
1 **4/ CONCLUSION**

2 Based up the foregoing Defendant requests that the Court grant this motion and issue
3 an order cancelling Plaintiff's Notice of Lis Pendens. A proposed order for the Court's
4 consideration is attached hereto.
5

6
7
8 Dated 9th August 2018

9
10 Respectfully submitted by:

11 **/s/Jean François Rigollet**

12 A rectangular box containing a handwritten signature in cursive script that reads "Jean-François RIGOLLET". Above the signature, the text "Digitized by" is visible, and below it, "BRIGHTSTARS" is printed.

13 **Jean Francois RIGOLLET**

14
15 **2003 Smoketree Village**
16 **HENDERSON**
17 **89012 - NEVADA**

18 **Telephone: (702) 985-1205**
19 **rigollet.jfsenior@wanadoo.fr**

20 **DEFENDANT IN PROPER PERSON**
21
22
23
24
25
26
27
28

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I, Jean François RIGOLLET, certify that on this day I personally served a true and correct copy of the ***MOTION TO EXPUNGE OF LIS***

PENDENS by:

☐ U.S. Mail

☐ Facsimile

☒ Electronic Service Pursuant to EDCR 7.26, EDCR 8.05, and EDCR 8.06

To the following:

Adam R. Fulton, Esq.
Jared Jennings, Esq.
Jennings & Fulton
6465 W. Sahara Ave., Suite 103
Las Vegas NV 89146 *Attorneys*
for Plaintiff and counter-
defendant

DATED this 9th day of August, 2018.

DocuSigned by:

Jean-françois RIGOLLET

9058A41757924F5...

/s/ Jean François RIGOLLET
JEAN FRANCOIS
RIGOLLET
2003 Smoketree Village
Circle
HENDERSON
NEVADA - 89012
Tel : 702-985-1205

1 Jean Francois RIGOLLET
2 2003 Smoketree Village
3 HENDERSON
4 89012 - NEVADA
5 Telephone: (702) 985-1205
6 rigollet.jfsenior@wanadoo.fr
7 PRO SE

8
9 **EIGHTH JUDICIAL DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**
11

12 MAX JOLY, an individual;

Case No.: A-16-734832-C

Dept. No.: XXV

13 Plaintiff and Counter-Defendant,

14 V.

15 JEAN FRANCOIS RIGOLLET, an
16 individual; LE MACARON LLC., a
17 Nevada Limited Liability Company;
18 BYDOO LLC., a Nevada Limited Liability
19 Company; DOES 1-10; and ROE
20 CORPORATIONS 1-10,

21 Defendants and Counter-Claimants.

22
23 **(PROPOSED)**

24 **ORDER GRANTING DEFENDANT'S MOTION TO CANCEL NOTICE OF LIS**
25 **PENDENS**
26

27 Whereas, Defendant's Motion to Cancel Notice of Lis Pendens came on for hearing before
28 this Court on the day of , 2018, with Defendant appearing in Proper

1 Person and Plaintiff appearing through counsel of record, and whereas the
2 Court has reviewed Defendant's motion and other pleadings and papers on file
3 and has heard the oral argument presented at the hearing, and for good cause
4 appearing,

5 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED

6 1/ That Defendant's Motion to Cancel Notice of Lis Pendens is
7 GRANTED in full, and

8 2/ That the Notice of Lis Pendens recorded with the Clark County
9 Recorder on the 4/5/2017, as Instrument No. 20170405-0002429, shall be, and
10 hereby is, cancelled pursuant to NRS 14.015, and

11 3/ That Plaintiff shall immediately cause a copy of this order to be
12 recorder with the Clark County Recorder and shall file a copy of the duly
13 recorded Order with the Court and serve a copy on all parties, and

14 4/ that this cancellation of the Notice of Lis Pendens has the same effect
15 as an expungement of the original Notice of Lis Pendens pursuant to NRS
16 14.015 (5).

17 IT IS SO ORDERED

18 DATE this day of , 2018

19 DISTRICT COURT JUDGE

20 Submitted by : Jean François
21 RIGOLLET 2003 Smoketree
22 Village Circle HENDERSON
23 – NV – 89012 - Tel :
24 702-985-1205 - Defendant, In
25 Proper Person

EXHIBIT A

LLC Membership Purchase Agreement

This Purchase Agreement is entered into on September 29th 2015, between Max JOLY, a married man (the "Seller"), and BYDOO LLC, a Nevada LLC (the "Buyer").

RECITALS

- A. Seller is a member in LE MACARON LLC, a Nevada limited liability company (the "Company");
- B. The business and affairs of the Company are governed by an Operating Agreement dated July 9th 2014 made between the members of the Company (the "Operating Agreement");
- C. Seller owns a 50% membership interest in the Company (the "Membership Interest");
- D. Seller desires to sell and Buyer desires to purchase the Membership Interest in accordance with the terms of this Agreement. In consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties agree as follows:

1. Purchase and Sale of Membership Interest. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Membership Interest in the Company. In consideration thereof, Buyer agrees to pay to Seller \$360,000.00 (three hundred and sixty thousand dollars) as the shares price and balance of his owner account (balance of \$437,980 as of September 29th 2015). Payment is schedule as follow: \$100,000.00 (one hundred thousand dollars) to be wire to seller no later than October 31st 2015, \$50,000.00 (fifty thousand dollars) to be wire to seller no later than November 15th 2015, \$70,000.00 (seventy thousand dollars) to be wire to seller no later than February 28th 2016 and the balance of \$140,000.00 (one hundred and forty thousand dollars) no later than June 30th 2016. This depreciation is due and agrees by all parties because of the high deficit of the company at the time of transaction.
2. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of LE MACARON LLC, at 2003 Smoketree Village Cr, Henderson, Nevada on September 29th 2015.
3. Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing that:
 - a) Seller has full power and authority to execute and deliver this Agreement and to perform Seller's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and consideration.
 - b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by it will constitute a default under or require any notice under any agreement other than the Operating Agreement to which Seller is a party or by which Seller is bound.
 - c) Seller holds of record, and owns beneficially, the Membership Interest, free and clear of any restrictions on transfer (other than any restrictions under the Operating Agreement or applicable law), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims, or demands.
4. Representation and Warranties of Buyer. Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing that:
 - a) Buyer has full power and authority to execute and deliver this Agreement and to perform Buyer's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and consideration.
 - b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Buyer is a party or by which Buyer is bound.
5. Investment Intent of Buyer. Buyer acknowledges that the Membership Interest has not been, and will not be, registered under the Federal Securities Act of 1933, or under any state securities laws, and is being sold in reliance upon federal and state exemptions for transactions not involving any public offering. Further, Buyer is acquiring the Membership Interest solely for Buyer's own account for investment purposes only, and not with a view to further sale or distribution. Buyer is a sophisticated investor with knowledge and experience in business and financial matters and has received the information concerning the Company and the Membership Interest as Buyer requires or desires in order to evaluate the merits and risks inherent in owning the Membership Interest. Buyer is able to bear the economic risk and lack of liquidity inherent in owning the Membership Interest.
6. Closing Covenants and Conditions. Each of the Parties will use their reasonable best efforts to take all actions and to do all things necessary to consummate and make effective the transactions contemplated by this Agreement. In furtherance thereof, Seller will use Seller's reasonable best efforts to obtain the consents of the other members of the Company to the sale of the Membership Interest contemplated by this Agreement in the time and manner required by the Operating Agreement and applicable law. Seller will use Seller's reasonable best efforts to cause the Company to permit Buyer to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations to the Company, to all premises, properties, personnel, books, records, and contracts of and pertaining to the Company. Buyer will treat and hold such information in strict confidence and will not use any of this information except in connection with this Agreement, and, if this Agreement is terminated for whatever reason, Buyer will return to the Company all such information and any and all copies.
7. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions:
 - a) The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing;
 - b) Seller has performed and complied with all of Seller's covenants made in this Agreement in all material respects at the Closing;
 - c) There shall not be any injunction, judgment, order, decree, ruling, charge, or matter in effect that prevents or may prevent consummation of any of the transactions contemplated by this Agreement; and "As-Is" Sale. Except for the warranties given by Seller in Paragraph 3 of this Agreement, Seller has not made and is not giving Buyer any representation or warranty of any kind whatsoever with respect to the Membership Interest, the Company, or any of the business and properties of the Company, and Buyer assumes any and all of the risks associated therewith.
8. Limited Indemnity by Seller. Seller shall indemnify, hold harmless, and defend Buyer from and against any and all liability arising at any time Seller owned the Membership Interest, for Seller's default in Seller's promise to make a contribution to the Company, or if Seller has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreement or applicable law.
9. Terms of Operating Agreement. From and after Closing and at all times that Buyer is a member of the Company, Buyer shall be bound by all of the terms and conditions of the Operating Agreement.
10. Covenant Not to Compete; Promise of Confidentiality. Until December 31st 2019, Seller shall not, directly or indirectly, compete with the Company in any respect, engage in any business or enterprise offering any products or services identical to, similar to, or competitive with any products or services that have been, or may hereafter be offered by the Company; or contact, solicit, or attempt to contact, or solicit for any purpose, any past, present, or future customer, employee, or supplier of the Company. Further, at all times Seller shall not use or disclose any intellectual property, trade secrets or information, knowledge, or data relating in any way to the past, present, or future business affairs, conditions, customers, efforts, employees, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Company in whatever form. Seller expressly agrees and acknowledges that a loss arising from a breach of any provision under this Paragraph may not be reasonably and equitably compensated by money damages. Therefore, Seller agrees that in the case of any such breach, Company shall be entitled to injunctive and other equitable relief to prevent Seller from engaging in any prohibited activity, which relief shall be cumulative in addition to any and all other additional remedies that Company may be entitled to at law or in equity. If any court of competent jurisdiction shall determine that any part or all of any provision of this Paragraph is unenforceable or invalid due to the scope of the activities restrained or the geographical extent of the restraints, or otherwise, the parties expressly intend, agree, and stipulate that under such circumstances, the provisions of this Paragraph shall be enforceable to the fullest extent and scope permitted by law. The parties also agree to be bound by any judicial modifications to these provisions that any court of competent jurisdiction may make to carry out the intent and purpose of this

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Paragraph. This article is limited to the State of Nevada.

11. Non-assignability. This Agreement shall not be assignable by any Party without the prior written consent of the other Party.
12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of NEVADA.
13. Entire Agreement. This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties. The parties have executed this Agreement on the date listed on the first page.

Max JOLY

BYDOO LLC
Jean-François, Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



ASSIGNMENT OF MEMBERSHIP INTERESTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Max JOLY, a married man (hereinafter referred to as "Assignor"), hereby assigns, setover and transfers to BYDOO LLC, a NEVADA limited liability company (hereinafter referred to as "Assignee"), effective as of the date hereof, all of Assignor's membership interests in LE MACARON LLC and its series, a NEVADA limited liability company (the "LLC"), being a fifty percent (50%) membership interest, leaving Assignor without an interest in said LLC, and Assignee hereby accepts such assignment, as provided under the LLC Membership Purchase Agreement dated September 29th 2015 between Assignor and Assignee (the "Agreement").

TO HAVE AND TO HOLD the same unto the Assignee, its respective successors and assigns forever; and Assignor does for itself, and its successors and assigns, covenant and agree with Assignee to specifically warrant and defend title to the said membership interests assigned hereby unto the Assignee, its successor and assigns, against any and all claims thereto by whomsoever made by or through the Assignor; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the title conveyed is good, its transfer is rightful; that no consent or approval by any other person or entity is required for the valid assignment by the Assignor to the Assignee of the membership interests referenced herein; and that the membership interests are, have been, and shall be delivered free and clear from any security interest or other lien or encumbrance; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that there are no attachments, executions or other writs of process issued against the membership interests conveyed hereunder; that it has not filed any petition in bankruptcy nor has any petition in bankruptcy been filed against it; and that it has not been adjudicated a bankrupt; and Assignor does, for itself, and its successors, and assigns, warrant that it will execute any such further assurances of the foregoing warranties and representations as may be requisite.

Max JOLY

BYDOO LLC
Jean-François, Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



EXHIBIT B

Inst#: 20170405-0002429

Fees: \$19.00

N/C Fee: \$0.00

04/05/2017 03:17:20 PM

Receipt #: 3050704

Requestor:

JENNINGS & FULTON LTD

Recorded By: CDE Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 178-20-311-033

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/owner.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

NOTICE OF PENDENCY OF ACTION AND LIS PENDENS

**Document Title on cover page must appear EXACTLY as the first page of the document
to be recorded.**

RECORDING REQUESTED BY:

Jared B. Jennings, Esq.

RETURN TO: Name Jennings & Fulton, Ltd.

Address 6465 West Sahara Ave., Suite 103

City/State/Zip Las Vegas, NV 89146

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name _____

Address _____

City/State/Zip _____

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly, do not use page scaling.

Using this cover page does not exclude the document from assessing a noncompliance fee.

P:\Common\Forms & Notices\Cover Page Template Feb 2014

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1 NOLP
JENNINGS & FULTON, LTD.
2 JARED B. JENNINGS, Esq.
Nevada Bar No. 7762
3 Email: jjennings@jfnvlaw.com
ADAM R. FULTON, Esq.
4 Nevada Bar No. 11572
5 Email: afulton@jfnvlaw.com
6 6465 West Sahara Avenue, Suite 103
Las Vegas, Nevada 89146
7 Telephone (702) 979-3565
Facsimile (702) 362-2060
8 Attorneys for Plaintiff: Max Joly

Electronically J-filed
04/04/2017 05:07:43 PM


CLERK OF THE COURT

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DISTRICT COURT
CLARK COUNTY, NEVADA

MAX JOLY, an individual

Case No.: A-16-734832-C

Plaintiff,

Dept. No.: V

vs.

**NOTICE OF PENDENCY OF
ACTION AND LIS PENDENS**

JEAN FRANCOIS RIGOLLET, an
individual; LE MACARON LLC, a Nevada
Limited Liability Company; BYDOO LLC,
a Nevada Limited Liability Company;
DOES 1-10; and ROE CORPORATIONS 1-
10,

Defendants.

NOTICE OF PENDENCY OF ACTIO AND LIS PENDENS

NOTICE IS HEREBY GIVEN TO ANY AND ALL PERSONS AFFECTED HEREBY
that a complaint has been filed in the above-entitled matter by the foregoing Plaintiff Max Joly,
as against certain Defendants, including JEAN FRANCOIS RIGOLLET, an individual, LE
MACARON LLC, a Nevada Limited Liability Company, and BYDOO LLC, a Nevada Limited
Liability Company, raising claims to title in and to the following property and that said
Complaint thereby creates a constructive trust thereon and that said Plaintiff does hereby provide
Notice pursuant to Chapter 14 of the Nevada Revised Statutes to any and all persons claiming
any interest in the Subject Real Property of this pending action located in Clark County, Nevada,

AA000063

commonly known as 2003 SMOKETREE VILLAGE CIR, HENDERSON, NV 89012, also described as APN# 178-20-311-033 and recorded in the Official Records of the Clark County, Nevada, Office the Recorder as follows:

LOT TEN (10) IN BLOCK FOUR (4) OF PARCEL 31 (A PORTION OF GREEN VALLEY RANCH - PHASE 2), AS SHOWN BY MAP THEREOF ON FILE IN BLOCK 63 OF PLATS, PAGE 11, AND BY CERTIFICATE OF AMENDMENT RECORDED OCTOBER 11, 1995 IN BOOK 951011 AS DOCUMENT NO 01517, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. [hereinafter "Subject Property"].

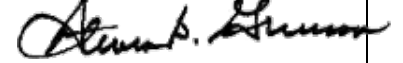
Pursuant to NRS 11.010 notice is hereby provided that Plaintiff is seeking to assert his rights to legal and equitable title in and to the Subject Property and to establish and declare Plaintiffs rights in the Subject Property, as well as additional claims of general and specific damages as alleged, attorney's fees and litigation costs, as well as any other form of relief which the Court may deem to be appropriate due to one or more of Defendant's acts, errors, conspiracies, and/or omissions, including the fact that said property is an asset of Judgment Debtor so indebted to Claimant.

Dated: This 1st day of April, 2017 JENNINGS & FULTON, LTD.

By: 
JARED B. JENNINGS, Esq.
Nevada Bar No. 7762
Email: jjennings@jfvlaw.com
ADAM R. FULTON, Esq.
Nevada Bar No. 11572
Email: afulton@jfvlaw.com
6465 West Sahara Avenue, Suite 103
Las Vegas, Nevada 89146
Telephone (702) 979-3565
Facsimile (702) 362-2060
Attorneys for Plaintiff: ~~Max~~ Joly

EXHIBIT “7”

EXHIBIT “7”



1 **ACOM**
JENNINGS & FULTON, LTD.
2 JARED B. JENNINGS, Esq.,
Nevada Bar No. 7762
3 Email: jjennings@jfnvlaw.com
ADAM R. FULTON, Esq.,
4 Nevada Bar No. 11572
Email: afulton@jfnvlaw.com
5 2580 Sorrel Street
Las Vegas, Nevada 89146
6 Telephone (702) 979-3565
Facsimile (702) 362-2060
7 *Attorneys for Plaintiff Max Joly*

8
9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 MAX JOLY, an individual
12
13 Plaintiff,
vs.

Case No.: A-16-734832-C
Dept. No.: XXV

14 JEAN FRANCOIS RIGOLLET, an
individual; LE MACARON LLC, a
15 Nevada Limited Liability Company;
BYDOO LLC, a Nevada Limited Liability
16 Company; TAHICAN, LLC, a Nevada
Limited Liability Company; DOES 1-10;
17 and ROE CORPORATIONS 1-10,

SECOND AMENDED COMPLAINT

**EXEMPT FROM ARBITRATION:
AMOUNT IN CONTROVERSY EXCEEDS
\$50,000.00 & DECLARATORY RELIEF
SOUGHT**

18 Defendants.

19
20 JEAN FRANCOIS RIGOLLET, an
individual; LE MACARON LLC, a
21 Nevada Limited Liability Company;
BYDOO LLC, a Nevada Limited Liability
22 Company; DOES 1-10; and ROE
23 CORPORATIONS 1-10,

24 Counterclaimant,

25 vs.

26 MAX JOLY, an individual,

27 Counter-defendant.

28 Plaintiff/Counter-Defendant MAX JOLY (hereinafter "Plaintiff") by and through his

attorneys of record, Jared B. Jennings, Esq. and Adam R. Fulton, Esq., of the law firm of Jennings & Fulton, LTD. hereby files this Second Amended Complaint against Defendants JEAN FRANCOIS RIGOLLET, LE MACARON LCC, BYDOO LLC, TAHICAN, LLC., DOES 1-10, and ROE CORPORATIONS 1-10 and alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is an individual whose principle residence is in Lausanne, Switzerland.

2. Defendant JEAN FRANCOIS RIGOLLET ("Rigollet") is an individual whose principal residence is in Clark County, Nevada.

3. Defendant LE MACARON, LLC ("Le Macaron") is a limited liability corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.

4. Defendant BYDOO, LLC ("Bydoo") is a limited liability corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.

5. Defendant TAHICAN, LLC ("Tahican") is a limited liability corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.

6. Plaintiff does not know the true names of the individuals, corporations, partnerships and entities sued and identified in fictitious names as DOES 1-10 and ROE CORPORATIONS 1-10. Plaintiff alleges that such Defendants assisted or participated in activities that resulted in damages suffered by Plaintiff as more fully discussed under the claims for relief set forth below. Plaintiff will request leave of this Honorable Court to amend this Complaint to show the true names and capacities of each such fictitious Defendant when Plaintiff discovers such information.

7. This Court has personal jurisdiction over all parties, as all parties involved are residents of Clark County, Nevada, own property in Clark County, Nevada, or conduct business in Clark County, Nevada. The Court has subject matter jurisdiction as Plaintiff is seeking

1 declaratory relief, breach of contract, and fraudulent transfer seeking damages in excess of
2 \$50,000.00.

3 8. Venue is proper because all events giving rise to Plaintiff's claims occurred in
4 Clark County, Nevada.

5 **GENERAL ALLEGATIONS**

6 **I. Background**

7 9. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
8 set forth herein.

9 10. At all times relevant the causes of action stated herein occurred in Clark County,
10 Nevada.

11 11. Plaintiff and Rigollet, and their respective wives, first encountered each other in
12 the early 2000's and eventually the couples became friends.

13 12. Since that time Rigollet has used fraudulent means, described in greater detail
14 below, to convince Plaintiff to agree to purchase an ownership interest in various joint ventures
15 (including various residential properties and "Le Macaron" restaurant franchises located in Las
16 Vegas, Nevada) and then later defraud Plaintiff of said ownership interests and Plaintiff's money
17 through nefarious means.

18 13. The following allegations of fraud are made for the purposes of satisfying the
19 statutory requirement under N.R.C.P. 9(b) that a cause of action for fraud be pled "with
20 particularity," as well as to support Plaintiff's allegation that Rigollet should be held personally
21 accountable for the actions of Bydoo under the doctrine of "piercing the corporate veil" and the
22 fraudulent transfers of properties from Defendant Bydoo, LLC to Defendant Tahican, LLC.

23 **II. Purchase of Residential Investment Properties**

24 14. On or about December 31, 2012, Rigollet proposed to Plaintiff a real estate
25 investment opportunity in real estate in Las Vegas which Rigollet assured Plaintiff would be
26 profitable.

27 15. In April 2013, Rigollet convinced Plaintiff to take part in the aforementioned
28

1 real estate investment and put Plaintiff in contact with Boris Jakubczack (hereinafter “Boris,” a
2 non-party to this litigation) who was to facilitate the investment transaction.

3 16. In July 2013, Plaintiff travelled to Las Vegas, Nevada and met with Rigollet and
4 Boris wherein they visited several residential properties.

5 17. On or about August 2013, at the behest of Rigollet and Boris, Plaintiff agreed to
6 contribute a grand total of \$753,665.85 towards the purchase of five (5) residential properties for
7 investment purposes.

8 18. On or about August 8, 2013, Boris formed “NIPAMA LLC” for the purpose of
9 serving as the holding company for Plaintiff’s investment in these properties and for which
10 Plaintiff and his spouse would serve as the lone shareholders.

11 19. Plaintiff desired to serve as managing member of NIPAMA, LLC. However, on or
12 about July 2013, Rigollet and Boris met with Plaintiff in person in Las Vegas and falsely
13 misrepresented to Plaintiff that under Nevada law, only a Nevada resident could serve as manager
14 of an LLC.

15 20. Based on this material and fraudulent misrepresentation, Plaintiff eventually
16 consented to allowing Rigollet to serve as the manager of NIPAMA, LLC while foregoing any
17 opportunity to serve in the same capacity, which gave him control over the NIPAMA LLC bank
18 accounts.

19 21. On or about the end of August, the five (5) aforementioned properties were
20 purchased and Rigollet became the manager of NIPAMA, LLC and was responsible for their
21 management.

22 22. Rigollet moved to Las Vegas in September 2013.

23 **III. Plaintiff and Defendants Enter into A Franchise Partnership To Operate “Le**
24 **Macaron” Franchises**

25 23. In April 2014, through discussions between Plaintiff and Rigollet regarding
26 Rigollet seeking to open a business to obtain an E-2 Investor Visa for Rigollet’s son (who
27 eventually obtained a Green Card through a lottery system), Plaintiff showed Rigollet an
28

1 advertisement for “Le Macaron” franchises (a pastry shop that sells macarons and other pastry
2 products) and the two discussed the possibility of opening one or more in Las Vegas.

3 24. The two travelled to Sarasota, Florida in May 2014 to meet with a franchisor and
4 visit existing stores.

5 25. Rigollet suggested the two invest in the franchises as the investment would be
6 \$150,000.00 for each store and as they were going to open two (2) stores, they each would invest
7 \$150,000.00 in the venture, creating a 50% ownership interest for both Plaintiff and Bydoo in the
8 venture.

9 26. From April 2014 to August 2014, Rigollet represented on multiple occasions to
10 Plaintiff that Rigollet would contribute the same amount of money as Plaintiff into the company
11 as Plaintiff and Rigollet were 50/50 partners.

12 27. On or about July 9, 2014 Plaintiff and Bydoo executed an operating agreement to
13 establish and operate Le Macaron. The operating agreement created a franchise partnership
14 between Plaintiff and Bydoo, with the aforementioned 50/50 split in ownership.

15 28. Rigollet tasked Boris to set up “Le Macaron, LLC” with the Nevada Secretary of
16 State for purposes of operating the franchise.

17 29. Plaintiff lived in Switzerland at all times relevant to this litigation. Meanwhile,
18 Rigollet, with the help of Boris, who was living in Las Vegas, assumed responsibility for the
19 development of the venture, including eventual construction of the restaurants at issue.

20 30. Plaintiff relied throughout the venture on material representations made by
21 Rigollet that Rigollet would manage this joint venture in a professional, profitable, and competent
22 manner.

23 31. After establishing the franchise partnership, a search for possible locations for the
24 restaurants was undertaken. Rigollet suggested the Galleria Mall as a possible site.

25 32. Based on this representation, Plaintiff agreed to the Galleria Mall site. On October
26 29, 2014 a lease agreement was signed for an anticipated opening date of December 10, 2014.

27 33. A site for the second franchise was later selected at the Venetian Hotel & Casino,
28 with a lease agreement being signed on November 25, 2014. According to Rigollet, this second

1 restaurant would open in approximately March 2015.

2 34. Plaintiff had reservations about whether the site was too expensive. However,
3 Boris and Rigollet convinced him that it was the right location, in part by telling Plaintiff he
4 simply “did not know Las Vegas.”

5 35. To convince Plaintiff to agree to that particular location, Rigollet assured Plaintiff
6 that “money [was] not a problem” and that he would advance Plaintiff’s anticipated return on the
7 business’ investment for a period of 2-3 years.

8 36. About this same time, Rigollet informed Plaintiff that, without Plaintiff’s consent
9 or approval, he had switched the venture’s bank account to Bank of America (the previous
10 account, established by Boris, had been with Chase Bank).

11 37. Curiously, Plaintiff was never given any access to this new account by Rigollet.
12 Plaintiff would later learn it was against the financial interests of the venture to have made this
13 change. However, Plaintiff was never given the opportunity to take part in the decision, thus
14 constituting evidence of fraud against him.

15 38. There were numerous unexplained delays in construction of the two Le Macaron
16 restaurants. Permits were not timely issued, and neither Rigollet nor Boris could explain
17 sufficiently the reasons why.

18 39. Plaintiff (who was still living in Switzerland at the time) repeatedly requested
19 updates from Rigollet and/or Boris about the reasons for the delay, but they could not provide a
20 sufficient answer.

21 40. During this time, Plaintiff’s wife was diagnosed with cancer. Surgeries were
22 performed in February 2015, March 2015, and a final surgery was performed in June 2015, which
23 resulted in an amputation. This left Plaintiff in greater need of money.

24 41. On April 6, 2015, Boris stated construction of the restaurants were suffering from
25 significant cost overruns and that he could do nothing to speed up the construction process
26 because of trade union regulations—a fact he has known from the beginning but did not disclose
27 to Plaintiff.

28 42. To assist with some of the costs to have the franchises at more prominent and

1 expensive locations, On May 26, 2015, the franchisor loaned the parties \$200,000.00.

2 43. These locations were more expensive than originally anticipated and during
3 construction and set up, Rigollet was continually contacting Plaintiff in high pressured
4 communications telling Plaintiff that he needed to contribute more money to save his investment
5 and that Rigollet was matching any additional cash infusions by Plaintiff as they were 50/50
6 partners. As such, Plaintiff wired additional funds to Rigollet.

7 44. In order to assist in paying for cost overruns, Rigollet suggested Plaintiff agree to
8 the sale of one or more of the residential real properties identified earlier in this Complaint, which
9 Plaintiff was hesitant to do but which Rigollet pressured him into doing representing to Plaintiff
10 that he had a buyer who was willing to pay cash for the properties at a fair market value. Rigollet
11 falsely represented to Plaintiff that he would contribute the same amount of money to the venture
12 that Plaintiff contributed if Plaintiff agreed to sell one of his properties. Plaintiff reluctantly
13 approved the sale of one property and as Rigollet was the acting manager of NIPAMA, LLC, the
14 entity which held Plaintiff's properties, Rigollet sold the property without showing Plaintiff any
15 paperwork from the sale (purchase contract, settlement statement, etc.) even though Plaintiff
16 asked to see it. Plaintiff suspects and believes that Rigollet would not show Plaintiff the
17 paperwork as he financially benefitted from this sale illegally while acting as a manager
18 (fiduciary) to NIPAMA, LLC.

19 45. Plaintiff is informed and believes, and thereon alleges, that the aforementioned real
20 estate was sold for less-than market value not at "arm's length" to an interested party of Rigollet
21 and Boris. Plaintiff is further informed and believes, and thereon alleges, that such is the direct
22 result of fraud on the part of Rigollet and Boris designed to deprive him of his ownership interest
23 in the properties while simultaneously benefiting Defendants in an unfair manner.

24 46. Through the sale of property and all the additional wires sent by Plaintiff to
25 Rigollet as a result of the high-pressure communications demanding more money to prevent
26 Plaintiff from losing his investment, Plaintiff invested \$450,000.00 with Rigollet for Le Macaron,
27 with the belief that Rigollet had invested the same, being 50/50 partners.

28 47. Plaintiff began to grow suspicious of Rigollet and the alleged need for money to

1 cover alleged cost overruns. He was concerned Bydoo and/or Rigollet may not have contributed
2 their \$450,000.00 share to the business venture. However, each time Plaintiff requested to see the
3 financial records and books of the company, Rigollet made excuses as to why he could not
4 provide them. To date, Plaintiff has never seen his own business venture's financial records.

5 48. The Galleria location opened on or about August 15, 2015, significantly late and
6 vastly over budget.

7 49. The Venetian location opened on or about September 20, 2015, also significantly
8 late and vastly over budget.

9 50. At roughly the same time, Rigollet intentionally slandered Plaintiff to the
10 franchisor, claiming Plaintiff had "abandoned" the venture, which was patently untrue.

11 51. The venture obtained a health department license prior to the opening of the two
12 (2) restaurants.

13 52. All parties were excited about the venture and believed they would be very
14 lucrative, especially after the openings as the franchisor reported that it was the best recorded
15 opening of any other Le Macaron franchise to date.

16 53. Then, on or about September 24, 2015, just after the openings, Rigollet met with
17 Plaintiff in person and told Plaintiff that he no longer wished to work with him and that he wanted
18 to buy him out. It was at this meeting that Rigollet made the following misrepresentations to
19 Plaintiff: (1) that, pursuant to their agreement, Rigollet reaffirmed that he had invested the same
20 amount of money into the venture that Plaintiff had, (2) Rigollet told Plaintiff that since Plaintiff
21 didn't have enough money to buy out Rigollet's interest in Le Macaron, that Plaintiff had to
22 accept Rigollet's offer to buy Plaintiff's interest out and that if he didn't agree, Rigollet would
23 withdraw from the company and, since the health department required a Nevada resident for its
24 health license, if Plaintiff were left as the sole owner and someone (and Rigollet pointed to
25 himself) called the health department and reported it, the health department would shut the
26 business down, effectively forcing Plaintiff into believing he had to sell his shares in the company
27 to Rigollet or that the business would be shut down and Plaintiff would lose his investment, (4)
28 Rigollet represented that he would provide an accounting to Plaintiff showing the value of the

1 assets, the amount of liabilities, and the investments made into the company prior to issuing
2 Plaintiff a buyout amount, which Rigollet never provided, (5) Rigollet told Plaintiff that he would
3 buy out Plaintiff's interest using Bydoo, LLC, as Bydoo owned several valuable real estate
4 properties that would effectively serve as "collateral" on the note Rigollet would give him for his
5 interest in Le Macaroon, (6) Rigollet told Plaintiff that the Note would be structured to
6 aggressively make large payments to Plaintiff and that he would have it paid off in less than a
7 year.

8 54. Plaintiff felt blindsided at this meeting as the parties were jovially socializing just
9 the day before discussing how successful the venture would be, and Plaintiff believed that if he
10 didn't sell his interest to Rigollet, Rigollet would withdraw his interest and report the business to
11 the health department to shut it down and Plaintiff would lose everything.

12 55. Additionally, although Plaintiff felt that he was being pushed out intentionally, he
13 believed that Rigollet had several valuable properties owned by Bydoo, LLC and that Rigollet
14 would make all the payments on the Note to buy out Plaintiff's interest allowing Plaintiff to
15 recover some of his investment.

16 56. From August 2013 to December 2015 Rigollet took money from NIPAMA, LLC,
17 to pay for Rigollet's personal expenses on his own properties, which belonged solely to Plaintiff.

18 57. Under duress due to Rigollet's intentional false statement regarding the status of
19 the health department license, knowing he could not relocate from Europe to oversee the stores,
20 believing that Bydoo owned several valuable properties that far exceeded the amount of the
21 buyout, and being essentially "fed up" with the lies and misrepresentations made by Rigollet and
22 Boris during the construction process, especially by always making excuses as to why Plaintiff
23 could not see the financial records and books, Plaintiff agreed to sell his share of the venture to
24 Rigollet and Bydoo.

25 **IV. Plaintiff Sells His Interest In The Venture To Bydoo (Rigollet).**

26 58. On or about September 29, 2015, Defendants, in exchange for Plaintiff's
27 ownership interest, executed a LLC Membership Purchase Agreement ("Agreement"), attached
28

1 hereto as Exhibit "1", wherein the Defendants agreed to pay the Plaintiff the principal sum of
2 \$360,000.00 in installment agreements over a period of 9 months.

3 59. The Agreement required payments to be made from the Defendants to the Plaintiff
4 according to the payment schedule, which follows: \$100,000.00 to be paid no later than October
5 31, 2015; \$50,000.00 to be paid no later than November 15, 2015; \$70,000.00 to be paid no later
6 than February 28, 2016; and the remaining balance of \$140,000.00 to be paid no later than June
7 30, 2016.

8 60. Pursuant to the Agreement, Plaintiff assigned the ownership interest to the
9 Defendants on September 29, 2015.

10 61. To date, Defendants have never made one single payment according to the
11 Payment schedule.

12 62. Plaintiff is informed and believes, and hereon allege, that Defendants never
13 intended to make a payment according to the Agreement, nor did Defendants intend fulfill their
14 end of the Agreement.

15 63. Plaintiff is informed and believes, and hereon alleges, that Defendants specifically
16 intended to defraud Plaintiff of his ownership interest in all the manners identified and described
17 above and that Plaintiff relied on the material misrepresentations of the Defendants in entering
18 into the aforementioned Agreement which resulted in damages to the Plaintiff.

19 64. Plaintiff has tried to contact the Defendants numerous times but Defendants have
20 not responded to Plaintiff.

21 65. Defendants are in breach of the Agreement because the Defendants have not made
22 one single payment according to the payment schedule in the Agreement and have not paid the
23 entire purchase price of \$360,000.00.

24 **V. Bydoo LLC, Fraudulent Conveys Numerous Properties to Tahican, LLC**

25 66. The Nevada Secretary of State business entity information revealed Jean-Francois
26 Rigollet as the registered agent, and Boris Yakubczack and Jean Rigollet as the managers of
27 Tahican, LLC.
28

67. Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous properties as its assets to secure a note until the note was paid off.

68. Plaintiff transferred over his 50% ownership interest in Le Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions to sell his interest in Le Macaron.

69. In anticipation and throughout the pending litigation, Defendant Bydoo LLC fraudulently transferred the properties to Tahican, LLC without adequate consideration.

70. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of any assets., and Tahican LLC then sold the properties to various third parties, attached hereto as Exhibit "2".

71. Tahican, LLC has commenced selling properties relied on by Plaintiff for the note.

72. Plaintiff seeks resolution of his claims once and for all by a court of competent jurisdiction.

73. Plaintiff has sustained damages in excess of \$15,000.00 as a result of Defendants failure to abide by the terms of the Agreement.

74. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs.

FIRST CLAIM FOR RELIEF

(Breach of Contract)

(As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC)

75. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

76. Plaintiff and Defendants entered into a valid and existing contract (the Agreement) wherein the Defendant agreed to pay the Plaintiff as set forth herein.

77. Defendants breached the contract by failing to pay any of the scheduled payments owed to the Plaintiff.

78. Plaintiff has performed all conditions, covenants, and promises required by Plaintiff pursuant to the aforementioned Agreement by transferring his ownership interest to the Defendants.

79. As a direct and proximate consequence of the foregoing, Plaintiff has suffered damages in excess of \$15,000.00.

80. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

SECOND CLAIM FOR RELIEF

Declaratory Relief

(Against All Defendants)

81. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

82. A dispute has arisen, and actual controversy now exists between Plaintiff and Defendants, including DOES 1-10 and ROE CORPORATIONS 1-10, and each of them, as to their rights and liabilities with respect to the Agreement, including the rights Plaintiff is claiming pursuant to the Agreement. Plaintiff claims a right to Defendants' personal property. Plaintiff seeks a declaration from the Court that Tahican LLC's assets are in fact Bydoo LLC's assets and are subject to collection by Plaintiffs. Defendants dispute Plaintiff's claims. Therefore, an actual controversy exists relative to the legal duties and rights of the respective parties, which Plaintiff requests the Court to resolve.

83. All of the rights and obligations of the parties arose out of one series of events or happenings, all of which can be settled and determined in a judgment in this one action. Plaintiff alleges that an actual controversy exists between the parties under the circumstances alleged. A declaration of rights, responsibilities and obligations of the parties is essential to determine their respective obligations in connection with the Agreement. Plaintiff has not a true and speedy remedy at law of any kind.

84. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

THIRD CLAIM FOR RELIEF

(Contractual Breach of the Covenant of Good Faith and Fair Dealings)

(As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC)

85. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

86. Plaintiff and Defendants entered into a valid contract whereby Defendants promised to pay the Plaintiff pursuant to the terms of the Agreement.

87. Every contract possesses an implied and expressed covenant that the parties to the Agreement would act in good faith and deal fairly with the parties to the Agreement.

88. Plaintiff performed all conditions pursuant to the Agreement and transferred Plaintiff's ownership interest to Defendants monies at the time of contract formation and all other conditions, covenants, and promises pursuant to the aforementioned Agreement with the Defendants.

89. Defendants breached the duty owed the Plaintiff when the Defendants in violation of the covenants and conditions stated in the Agreement, failed to perform pursuant to the Agreement by not paying the Plaintiff when their performance became due and owing.

90. As a direct result of the Defendants breach of the written agreement, the Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of \$15,000.00.

91. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

FOURTH CLAIM FOR RELIEF

(Unjust Enrichment)

(As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC)

92. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

93. Plaintiff alleges that the Defendants have been unjustly enriched, because Defendants enjoy a 100% ownership interest in Defendant LE MACARON, LLC without paying

1 for 50% of that interest. Plaintiff's ownership interests were transferred to the Defendants and the
2 Defendants intentional or negligent breach of the Agreement has caused financial harm to the
3 Plaintiff.

4 94. As a direct result of the Defendants' breach of the written contract resulting in the
5 Defendants being unjustly enriched, the Plaintiff has suffered damages as a direct and proximate
6 consequence in an amount in excess of \$15,000.00.

7 95. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
8 seeks recovery of his attorneys' fees and court costs pursuant to the law.

9 **FIFTH CLAIM FOR RELIEF**

10 **(Fraudulent Misrepresentation)**

11 **(As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC)**

12 96. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
13 set forth herein.

14 97. Prior to the transfer of Plaintiff's ownership interest, Defendants made fraudulent
15 representations to Plaintiff regarding Defendant Rigollet's and consequentially Bydoo's
16 investment in the venture, threats of withdrawal and cancellation of the health license, an
17 accounting, and that Bydoo's buyout of Plaintiff's shares would be secured by the substantial
18 assets of Bydoo until the note was paid off. As alleged above, Defendants made further
19 misrepresentations regarding the creation of the entity and control of the same for the properties
20 that Plaintiff purchased. Further, Defendants made misrepresentations regarding the sale of
21 Plaintiff's property and made misrepresentations regarding Plaintiff's bank accounts.

22 98. Defendants knew that the foregoing misrepresentations were false and intended to
23 induce Plaintiff to act on the misrepresentation.

24 99. Plaintiff would not have transferred over his 50% ownership interest in Le
25 Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defendants
26 fraudulent representations to sell his interest in Le Macaron.

27 100. As a direct and proximate result of Defendants acts and omissions, Plaintiff has
28 suffered and will continue to suffer direct, incidental, and consequential damages in an amount to

be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.

101. Defendants acted willfully and maliciously, and with oppression, fraud, or malice, and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or punitive damages.

102. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

SIXTH CLAIM FOR RELIEF

(Fraud)

(As Against All Defendants)

103. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth therein.

104. Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous properties as its assets to secure a note until the note was paid off.

105. Plaintiff transferred over his 50% ownership interest in Le Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions to sell his interest in Le Macaron.

106. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of any assets.

107. As a direct and proximate result of Defendants acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.

108. Defendants acted willfully and maliciously, and with oppression, fraud, or malice, and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or punitive damages.

109. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

SEVENTH CLAIM FOR RELIEF

(Piercing the Corporate Veil)

(Against Jean Francois Rigollet)

110. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth therein.

111. Rigollet is the sole manager and owner of Le Macaron and Bydoo and one of the two managers of Tahican, LLC, with Boris Jakubczack as the other manager.

112. There is such unity of interest and ownership between Le Macaron/Bydoo/Tahican and Rigollet that they are inseparable from each other.

113. Rigollet set up and established these entities with the intent to shield himself from personal liability from his own personal business ventures as an individual with the intent to further his fraud upon the Plaintiff.

114. Rigollet represented to Plaintiff that he was going to buy Plaintiff's interest in Le Macaron using Bydoo as Bydoo had substantial assets to secure the note until it was paid off.

115. Rigollet misused the protections of a limited liability company by self-dealings such as, comingling funds, funneling money to himself through these entities for his own personal gain as if these entities were merely hollow shells with no real assets or investors.

116. All of the profits derived through Le Macaron and Bydoo flow directly to Rigollet; therefore, both entities are merely the alter egos to the Rigollet.

117. Adherence to the corporate fiction of a separate entity would promote a manifest injustice or fraud against Plaintiff because Plaintiff never received any consideration in exchange for his ownership interest.

118. As a natural and proximate result of Rigollet using the above stated Defendant entities as direct result of Rigollet's breaches of written agreements and fraudulent activities, Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of \$15,000.00.

119. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

EIGHTH CLAIM FOR RELIEF

(Conversion)

(As Against All Defendants)

120. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth therein.

121. Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous properties as its assets to secure a note until the note was paid off.

122. Plaintiff transferred over his 50% ownership interest in Le Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions to sell his interest in Le Macaron.

123. In anticipation and throughout the pending litigation, Defendant Bydoo LLC fraudulently transferred the properties to Tahican, LLC.

124. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of its assets.

125. Tahican, LLC has commenced selling properties relied on by Plaintiff for the note.

126. As a direct and proximate result of Defendants acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.

127. Defendants acted willfully and maliciously, and with oppression, fraud, or malice, and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or punitive damages.

128. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

NINTH CLAIM FOR RELIEF

Fraudulent Transfer

(As Against All Defendants)

129. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth therein.

130. Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous properties as its assets to secure a note until the note was paid off.

131. Plaintiff transferred over his 50% ownership interest in Le Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions to sell his interest in Le Macaron.

132. In anticipation and throughout the pending litigation, Defendant Bydoo LLC fraudulently transferred the properties to Tahican, LLC.

133. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of any assets and did not receive adequate consideration for the same. This was done with the intent to hinder, delay and defraud Plaintiff's abilities to collect the assets of Bydoo, LLC.

134. Tahican, LLC has commenced selling properties relied on by Plaintiff for the note.

135. As a direct and proximate result of Defendants acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.

136. Defendants acted willfully and maliciously, and with oppression, fraud, or malice, and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or punitive damages.

137. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

WHEREFORE, Plaintiff prays as follows:

1. For a declaration of rights and obligations as between Plaintiff and Defendants;
2. For judgment against Defendants for damages in an amount in excess of \$15,000.00, together with interest thereon until entry of judgment;
3. For an award of punitive damages against Defendants for the fraudulent transfers in an amount in excess of \$15,000.00, together with interest thereon until entry of judgment;
4. For entry of an order compelling Defendants to pay Plaintiff's costs and attorneys' fees;

- 1 5. Consequential and incidental damages according to proof at trial; and
- 2 6. For such other and further relief as the Court may deem just and proper.

3
4 DATED: August 13, 2018

JENNINGS & FULTON, LTD.

By: /s/ Jared B. Jennings, Esq.

JARED B. JENNINGS, ESQ.

Nevada Bar No. 007762

ADAM R. FULTON, ESQ.

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EXHIBIT “1”

LLC Membership Purchase Agreement

This Purchase Agreement is entered into on September 29th 2015, between Max JULY, a married man (the "Seller"), and BYDOO LLC, a Nevada LLC (the "Buyer").

RECITALS

- A. Seller is a member in LE MACARON LLC, a Nevada limited liability company (the "Company");
- B. The business and affairs of the Company are governed by an Operating Agreement dated July 9th 2014 made between the members of the Company (the "Operating Agreement");
- C. Seller owns a 50% membership interest in the Company (the "Membership Interest");
- D. Seller desires to sell and Buyer desires to purchase the Membership Interest in accordance with the terms of this Agreement. In consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties agree as follows:

1. **Purchase and Sale of Membership Interest.** Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Membership Interest in the Company. In consideration thereof, Buyer agrees to pay to Seller \$360,000.00 (three hundred and sixty thousand dollars) as the shares price and balance of his owner account (balance of \$437,980 as of September 29th 2015). Payment is schedule as follow: \$100,000.00 (one hundred thousand dollars) to be wire to seller no later than October 31st 2015, \$50,000.00 (fifty thousand dollars) to be wire to seller no later than November 15th 2015, \$70,000.00 (seventy thousand dollars) to be wire to seller no later than February 28th 2016 and the balance of \$140,000.00 (one hundred and forty thousand dollars) no later than June 30th 2016. This depreciation is due and agrees by all parties because of the high deficit of the company at the time of transaction.

2. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of LE MACARON LLC, at 2003 Smoketree Village Cr, Henderson, Nevada on September 29th 2015.

3. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing that:

- a) Seller has full power and authority to execute and deliver this Agreement and to perform Seller's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and consideration.
- b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by it will constitute a default under or require any notice under any agreement other than the Operating Agreement to which Seller is a party or by which Seller is bound.
- c) Seller holds of record, and owns beneficially, the Membership Interest, free and clear of any restrictions on transfer (other than any restrictions under the Operating Agreement or applicable law), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims, or demands.

4. **Representation and Warranties of Buyer.** Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing that:

- a) Buyer has full power and authority to execute and deliver this Agreement and to perform Buyer's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and consideration.
- b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Buyer is a party or by which Buyer is bound.

5. **Investment Intent of Buyer.** Buyer acknowledges that the Membership Interest has not been, and will not be, registered under the Federal Securities Act of 1933, or under any state securities laws, and is being sold in reliance upon federal and state exemptions for transactions not involving any public offering. Further, Buyer is acquiring the Membership Interest solely for Buyer's own account for investment purposes only, and not with a view to further sale or distribution. Buyer is a sophisticated investor with knowledge and experience in business and financial matters and has received the information concerning the Company and the Membership Interest as Buyer requires or desires in order to evaluate the merits and risks inherent in owning the Membership Interest. Buyer is able to bear the economic risk and lack of liquidity inherent in owning the Membership Interest.

6. **Closing Covenants and Conditions.** Each of the Parties will use their reasonable best efforts to take all actions and to do all things necessary to consummate and make effective the transactions contemplated by this Agreement. In furtherance thereof, Seller will use Seller's reasonable best efforts to obtain the consents of the other members of the Company to the sale of the Membership Interest contemplated by this Agreement in the time and manner required by the Operating Agreement and applicable law. Seller will use Seller's reasonable best efforts to cause the Company to permit Buyer to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations to the Company, to all premises, properties, personnel, books, records, and contracts of and pertaining to the Company. Buyer will treat and hold such information in strict confidence and will not use any of this information except in connection with this Agreement, and, if this Agreement is terminated for whatever reason, Buyer will return to the Company all such information and any and all copies.

7. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions:

- a) The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing;
- b) Seller has performed and complied with all of Seller's covenants made in this Agreement in all material respects at the Closing;
- c) There shall not be any injunction, judgment, order, decree, ruling, charge, or matter in effect that prevents or may prevent consummation of any of the transactions contemplated by this Agreement; and "As-Is" Sale. Except for the warranties given by Seller in Paragraph 3 of this Agreement, Seller has not made and is not giving Buyer any representation or warranty of any kind whatsoever with respect to the Membership Interest, the Company, or any of the business and properties of the Company, and Buyer assumes any and all of the risks associated therewith.

8. **Limited Indemnity by Seller.** Seller shall indemnify, hold harmless, and defend Buyer from and against any and all liability arising at any time Seller owned the Membership Interest, for Seller's default in Seller's promise to make a contribution to the Company, or if Seller has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreement or applicable law.

9. **Terms of Operating Agreement.** From and after Closing and at all times that Buyer is a member of the Company, Buyer shall be bound by all of the terms and conditions of the Operating Agreement.

10. **Covenant Not to Compete; Promise of Confidentiality.** Until December 31st 2019, Seller shall not, directly or indirectly, compete with the Company in any respect, engage in any business or enterprise offering any products or services identical to, similar to, or competitive with any products or services that have been, or may hereafter be offered by the Company; or contact, solicit, or attempt to contact or solicit for any purpose, any past, present, or future customer, employee, or supplier of the Company. Further, at all times Seller shall not use or disclose any intellectual property, trade secrets or information, knowledge, or data relating in any way to the Seller, past, present, or future business affairs, conditions, customers, efforts, employees, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Company in whatever form. Seller expressly agrees and acknowledges that a loss arising from a breach of any provision under this Paragraph may not be reasonably and equitably compensated by money damages. Therefore, Seller agrees that in the case of any such breach, Company shall be entitled to injunctive and other equitable relief to prevent Seller from engaging in any prohibited activity, which relief shall be cumulative in addition to any and all other additional remedies that Company may be entitled to at law or in equity. If any court of competent jurisdiction shall determine that any part or all of any provision of this Paragraph is unenforceable or invalid due to the scope of the activities restrained or the geographical extent of the restraints, or otherwise, the parties expressly intend, agree, and stipulate that under such circumstances, the provisions of this Paragraph shall be enforceable to the fullest extent and scope permitted by law. The parties also agree to be bound by any judicial modifications to these provisions that any court of competent jurisdiction may make to carry out the intent and purpose of this

Paragraph. This article is limited to the State of Nevada.

11. Non-assignability. This Agreement shall not be assignable by any Party without the prior written consent of the other Party.
12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of NEVADA.
13. Entire Agreement. This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties. The parties have executed this Agreement on the date listed on the first page.

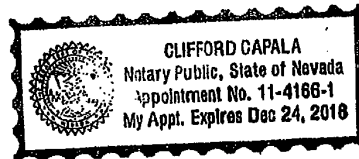
Max JOLY

BYDOO LLC
Jean-François, Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

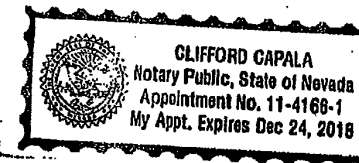
Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



AA000088

ASSIGNMENT OF MEMBERSHIP INTERESTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Max JOLY, a married man (hereinafter referred to as "Assignor"), hereby assigns, setover and transfers to BYDOO LLC, a NEVADA limited liability company (hereinafter referred to as "Assignee"), effective as of the date hereof, all of Assignor's membership interests in LE MACARON LLC and its series, a NEVADA limited liability company (the "LLC"), being a fifty percent (50%) membership interest, leaving Assignor without an interest in said LLC, and Assignee hereby accepts such assignment, as provided under the LLC Membership Purchase Agreement dated September 29th 2015 between Assignor and Assignee (the "Agreement").

TO HAVE AND TO HOLD the same unto the Assignee, its respective successors and assigns forever; and Assignor does for itself, and its successors and assigns, covenant and agree with Assignee to specifically warrant and defend title to the said membership interests assigned hereby unto the Assignee, its successor and assigns, against any and all claims thereto by whomsoever made by or through the Assignor; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the title conveyed is good, its transfer is rightful; that no consent or approval by any other person or entity is required for the valid assignment by the Assignor to the Assignee of the membership interests referenced herein; and that the membership interests are, have been, and shall be delivered free and clear from any security interest or other lien or encumbrance; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that there are no attachments, executions or other writs of process issued against the membership interests conveyed hereunder; that it has not filed any petition in bankruptcy nor has any petition in bankruptcy been filed against it; and that it has not been adjudicated a bankrupt; and Assignor does, for itself, and its successors, and assigns, warrant that it will execute any such further assurances of the foregoing warranties and representations as may be requisite.

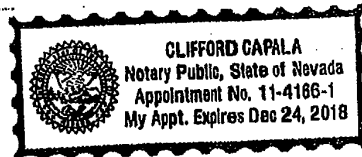
Max JOLY

BYDOO LLC
Jean-François, Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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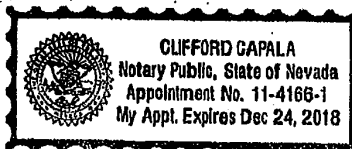
Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



AA000089

EXHIBIT “2”

Search Results Print

You searched under: **Ownership** for: **bydoo** with the document types of: **Ownership Documents** between: **1/1/1900** and **6/29/2017**

Records found: 20

Party Type	First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
To	<u>BYDOO LLC</u>	RIGOLLET, JEAN FRANCOIS	201304120000553	DEED		4/12/2013 9:07:42 AM	178-20-311-033		0.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201307030003072	DEED		7/3/2013 2:02:12 PM	140-23-217-188		48900.0000
To	<u>BYDOO LLC</u>	HAIR MANAGEMENT LLC	201307030003074	DEED		7/3/2013 2:04:03 PM	140-23-217-099		48900.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201402240000019	DEED		2/24/2014 8:00:13 AM	179-17-611-062		69800.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201402240000011	DEED		2/24/2014 8:00:14 AM	139-19-612-032		84900.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201403140001293	DEED		3/14/2014 10:46:27 AM	140-30-519-021	FONT SMALLER THAN 10 POINT P2	60500.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201403170000015	DEED		3/17/2014 8:02:22 AM	140-22-316-061		59900.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201403170001193	DEED		3/17/2014 11:31:23 AM	140-30-515-023		65500.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201404240001902	DEED	CORRECTION	4/24/2014 3:09:52 PM	139-09-118-001		0.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201404240001904	DEED	CORRECTION	4/24/2014 3:09:52 PM	140-30-519-021		0.0000
From	<u>BYDOO LLC</u>	SAND VALLEY VEGAS LLC	201412050001243	DEED		12/5/2014 10:23:11 AM	140-23-217-099	NOTARY PAGE PG3	50000.0000
From	<u>BYDOO LLC</u>	K & M RENTALS INC	201501280003197	DEED			139-09-		74100.0000

Refresh									
Party Type	First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
From	<u>BYDOO LLC</u>	FOTIADOU, ANATOLI	201512040000746	DEED	↔	1/28/2015 2:07:35 PM	118-001		
From	<u>BYDOO LLC</u>	TAHICAN LLC	201601080002807	DEED	↔	12/4/2015 9:15:10 AM	139-19-612-032		85000.0000
From	<u>BYDOO LLC</u>	TAHICAN LLC	201601080002826	DEED	↔	1/8/2016 3:04:40 PM	140-22-316-061		59900.0000
From	<u>BYDOO LLC</u>	TAHICAN LLC	201601080002826	DEED	↔	1/8/2016 3:08:12 PM	140-30-515-023		65500.0000
From	<u>BYDOO LLC</u>	TAHICAN LLC	201601080002865	DEED	↔	1/8/2016 3:15:46 PM	140-23-217-188	MARGIN TEXT PG 2	48900.0000
From	<u>BYDOO LLC</u>	TAHICAN LLC	201601120000605	DEED	↔	1/12/2016 8:05:13 AM	179-17-611-062		69800.0000
From	<u>BYDOO LLC</u>	TAHICAN LLC	201601120001096	DEED	↔	1/12/2016 8:08:57 AM	140-30-519-021	FONT	60500.0000
From	<u>BYDOO LLC</u>	TAHICAN LLC	201603160000349	DEED	↔	3/16/2016 8:39:38 AM	140-23-217-188	ORIG N/C	0.0000
From	<u>BYDOO LLC</u>	TAHICAN LLC	201605120000347	DEED	↔	5/12/2016 8:03:15 AM	178-20-311-033		155000.0000

Search Results Print

You searched under: **Ownership** for: **tahican** with the document types of: **Ownership Documents** between: **1/1/1900** and **6/29/2017**

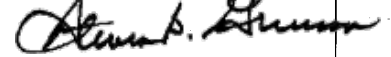
Records found: 16

Party Type	First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
To	<u>TAHICAN LLC</u>	RIGOLLET, JEAN-FRANCOIS	201109150003450	DEED		9/15/2011 5:07:13 PM	162-20-613-747		498000.0000
To	<u>TAHICAN LLC</u>	RIGOLLET, JEAN-FRANCOIS	201109150003452	DEED		9/15/2011 5:07:13 PM	162-20-613-748		498000.0000
From	<u>TAHICAN LLC</u>	LAM, PETER H	201506290002079	DEED		6/29/2015 11:34:35 AM	162-20-613-748		290000.0000
From	<u>TAHICAN LLC</u>	GRESCHLER, JONATHAN	201512070003936	DEED		12/7/2015 3:39:47 PM	162-20-613-747		290000.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201601080002807	DEED	↔	1/8/2016 3:04:40 PM	140-22-316-061		59900.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201601080002826	DEED	↔	1/8/2016 3:08:12 PM	140-30-515-023		65500.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201601080002865	DEED	↔	1/8/2016 3:15:46 PM	140-23-217-188	MARGIN TEXT PG 2	48900.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201601120000605	DEED	↔	1/12/2016 8:05:13 AM	179-17-611-062		69800.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201601120001090	DEED	↔	1/12/2016 8:08:57 AM	140-30-519-021	FONT	60500.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201603160000349	DEED	↔	3/16/2016 8:39:38 AM	140-23-217-188	ORIG N/C	0.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201605120000347	DEED	↔	5/12/2016 8:03:15 AM	178-20-		155000.0000

Refresh									
Party Type	First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
From	TAHICAN LLC	PRESLEY, CHARLES	201609160000004	DEED	↔	9/16/2016 8:00:15 AM	311-033 140-30-519-021	TEXT INTO RIGHT MARGIN PAGE 1	58000.0000
From	TAHICAN LLC	ESQUIBEL, KAREN	201609200002550	DEED	↔	9/20/2016 3:05:55 PM	140-30-515-023		65000.0000
From	TAHICAN LLC	CAVALLUZZI, CAROL	201610070001410	DEED	↔	10/7/2016 1:59:26 PM	179-17-611-062	TEXT IN 1" MARGIN PGS 2-3	64000.0000
From	TAHICAN LLC	DOMINKO, ROK	201612190002815	DEED	↔	12/19/2016 1:58:38 PM	140-23-217-188	DATE IN MARGIN	45000.0000
From	TAHICAN LLC	BARGAIN, SELL EE	201702030000759	DEED	↔	2/3/2017 10:14:01 AM	140-22-316-061		82000.0000

EXHIBIT “8”

EXHIBIT “8”



1 **OPPM**
2 JENNINGS & FULTON, LTD.
3 JARED B. JENNINGS, ESQ.
4 Nevada Bar No. 007762
5 ADAM R. FULTON, ESQ.
6 Nevada Bar No. 11572
7 2580 Sorrel Street
8 Las Vegas, NV 89146
9 Telephone (702) 979-3565
10 Facsimile (702) 362-2060
11 Email jjennings@jfnvlaw.com
12 Email afulton@jfnvlaw.com

13 *Attorneys for Plaintiff: Max Joly*

14 **IN THE EIGHTH JUDICIAL DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 MAX JOLY, an individual

17 Plaintiff,

18 vs.

19 JEAN FRANCOIS RIGOLLET, an
20 individual; LE MACARON LLC, a Nevada
21 Limited Liability Company; BYDOO LLC, a
22 Nevada Limited Liability Company;
23 TAHICAN, LLC, a Nevada Limited Liability
24 Company; DOES 1 – 10 and ROE
25 CORPORATIONS 1-10,

26 Defendants.

Case No.: A-16-734832-C

Dept. No.: XXV

27 **PLAINTIFF'S OPPOSITION TO**
28 **DEFENDANT RIGOLLET'S MOTION TO**
EXPUNGE NOTICE OF LIS PENDENS

DATE OF HEARING: September 11, 2018

TIME OF HEARING: 9:00 a.m.

29 COMES NOW Plaintiff, Max Joly, individually ("Plaintiff") by and through his attorneys,
30 Jared B. Jennings, Esq. and Adam R. Fulton, Esq., of the Jennings & Fulton, LTD. law firm and
31 hereby files this Opposition to Defendant Rigollet's Motion to Expunge Notice of Lis Pendens
32 ("Opposition").

1 This Opposition is made and based upon the papers and pleadings on file herein, the
2 attached Memorandum of Points and Authorities, and any oral argument the Court may entertain
3 at the time of the hearing on this motion.

4 **MEMORANDUM OF POINTS AND AUTHORITIES**

5 **I. FACTUAL BACKGROUND**

6 Plaintiff filed his Second Amended Complaint on August 13, 2018. Plaintiff asserts claims
7 against the Defendants for Breach of Contract, Declaratory Relief, Breach of the Covenant of
8 Good Faith and Fair Dealing, Unjust Enrichment, Fraudulent Misrepresentation, Fraud, Piercing
9 the Corporate Veil, Conversion, and Fraudulent Transfer.¹

10 Between 2012 and 2015, Rigollet repeatedly made false representations to Plaintiff which
11 resulted in Plaintiff putting several hundred thousand dollars into a joint business venture (Le
12 Macaron LLC) with Rigollet and his company, BYDOO LLC.² Eventually (after defrauding
13 Plaintiff of several hundred thousand dollars), Rigollet met with Plaintiff and told Plaintiff that he
14 no longer wished to work with him.³ Utilizing further fraudulent misrepresentations and patent
15 threats, Rigollet coerced Plaintiff into selling his 50% share of the joint venture to Rigollet. On
16 or about September 29, 2015, Defendants, in exchange for Plaintiff's ownership interest in Le
17 Macaron LLC, executed a LLC Membership Purchase Agreement ("Agreement"), wherein the
18 Defendants agreed to pay the Plaintiff the principal sum of Three Hundred and Sixty Thousand
19 Dollars (\$360,000.00) in installment agreements over a period of 9 months.⁴ The payment
20 structure is set forth in the Complaint.⁵ Plaintiff fulfilled his obligations under the Agreement and
21
22
23
24

25 ¹ See Second Amended Complaint attached hereto as Exhibit "1."

26 ² In the interest of brevity, rather than re-stating each act of wrongdoing on the part of Rigollet and the other
27 Defendants, please see Plaintiff's Compl., generally.

28 ³ *Plaintiff's Compl.* at ¶ 53.

⁴ *Id.* at ¶ 58.

⁵ *Id.* at ¶ 59.

1 assigned his ownership interest to the Defendants on September 29, 2015.⁶ The Defendants failed
2 to make even one payment on the Agreement to Plaintiff.⁷

3 Based on the Defendants breach of the Agreement, Plaintiff has been forced to bring this
4 lawsuit to try to recoup the monies the Defendants defrauded him of. After Plaintiff initiated this
5 lawsuit, Defendants began fraudulently transferring properties and assets in an effort to render
6 them judgment proof.⁸ Fortunately, Plaintiff learned of Defendants' scheme, and was able to
7 record a Notice of Lis Pendens for one property located at 2003 Smoketree Village Circle,
8 Henderson, NV 89012 ("Property") on April 5, 2017.⁹ Now, 16 months after receiving the Notice
9 of Lis Pendens, Rigollet asks the Court to expunge the lis pendens. For the reasons set forth
10 herein, Plaintiff submits that Rigollet's efforts to expunge the lis pendens are futile, and
11 respectfully request that the Court deny the Motion in its entirety.

12 II. ARGUMENT AND POINTS OF AUTHORITIES

13 A. Plaintiff's Notice of Lis Pendens is Proper Under NRS §14.015

14 Rigollet's Motion is premised upon the incorrect belief that the Notice fails to satisfy the
15 statutory requirements under NRS §14.015 (2) and (3), which provides in pertinent part as follows:

- 16
- 17 2. Upon 15 days' notice, the party who recorded the notice of pendency of the
- 18 action must appear at the hearing and, through affidavits and other evidence
- 19 which the court may permit, establish to the satisfaction of the court that:
- 20
- 21 (a) The action is for the foreclosure of a mortgage upon the real property
 - 22 described in the notice or affects the title or possession of the real
 - 23 property described in the notice;
 - 24 (b) The action was not brought in bad faith or for an improper motive;
 - 25 (c) The party who recorded the notice will be able to perform any
 - 26 conditions precedent to the relief sought in the action insofar as it affects
 - 27 the title or possession of the real property; and
 - 28 (d) The party who recorded the notice would be injured by any transfer of
 - an interest in the property before the action is concluded.

26 ⁶ *Id.* at ¶ 60.

27 ⁷ *Id.* at ¶ 61.

28 ⁸ *Id.* at ¶ 70-71.

⁹ *See*, Notice attached to Motion as Exhibit "2."

3. In addition to the matters enumerated in subsection 2, the party who recorded the notice must establish to the satisfaction of the court either:

- (a) That the party who recorded the notice is likely to prevail in the action; or
- (b) That the party who recorded the notice has a fair chance of success on the merits in the action and the injury described in paragraph (d) of subsection 2 would be sufficiently serious that the hardship on him or her in the event of a transfer would be greater than the hardship on the defendant resulting from the notice of pendency, and that if the party who recorded the notice prevails he or she will be entitled to relief affecting the title or possession of the real property.

See, NRS §14.015.

As set forth herein, Plaintiff is able to satisfy all requirements under NRS §14.015 such that the lis pendens is proper and Rigollet's motion should be denied.

1. Plaintiff's Lis Pendens Satisfies the Requirements of NRS §14.015(2)

The first requirement under NRS §14.015(2) is that the subject action is for the foreclosure of a mortgage upon the real property described in the notice or affects the title or possession of the real property described in the notice. Plaintiff acknowledges that the underlying claims do not involve an actual foreclosure of the mortgage of 2003 Smoketree Village Circle, Henderson, NV 89012 ("Property"). However, contrary to Rigollet's assertion, the underlying claims do affect the title or possession of the Property.

Plaintiff relies upon *Levinson v. Eighth Jud. Dist.*, 109 Nev. 747 (Nev. 1993) for the *general* proposition that:

[L]is pendens are not appropriate instruments for use in promoting recoveries in actions for personal or money judgments; rather, their office is to prevent the transfer or loss of real property which is the subject of dispute in the action that provides the basis for the lis pendens.¹⁰

While Plaintiff acknowledges that *Levinson* states the general law with regard to the applicability of a lis pendens, *Levinson* also expressly acknowledges that "lis pendens may apply to actions designed to avoid conveyances or transfers in fraud of creditors...".¹¹ Plaintiff

¹⁰ *Levinson*, 109 Nev. at 750.

¹¹ *Id.*, at 752.

1 respectfully submits that this matter is just the type of exception to the general law as recognized
2 by the *Levinson* court.

3 The Ninth Claim for Relief in Plaintiff's Complaint entitled "Fraudulent Transfer" arises
4 out of the many fraudulent transfers of assets and properties by Rigollet and the other Defendants
5 in this matter to further effectuate the fraud over Plaintiff.¹² Nevada's version of the Uniform
6 Fraudulent Transfer Act ("UFTA") is codified at NRS §112.150, *et seq.*

7 The actual evaluation of the applicability of lis pendens with regard to fraudulent transfers
8 appears to be a matter of first impression in Nevada. Therefore, it is appropriate to look to outside
9 jurisdictions for guidance on the issue. Plaintiff submits that Arizona, Hawaii, and California have
10 codified comparable versions of the UFTA to Nevada's UFTA such that the guidance of courts in
11 those jurisdictions is informative and applicable.

12 Each of the aforementioned State's UFTAs provide rights to creditors (i.e., Plaintiff) against
13 debtors (i.e., Rigollet) who evade their financial responsibilities. Each defines a creditor as "a
14 person who has a claim."¹³ Each UFTA broadly defines the term "claim" to include "a right to
15 payment, whether or not the right is reduced to judgment..."¹⁴ A creditor (i.e., Plaintiff) may
16 "obtain...avoidance of a transfer...to the extent necessary to satisfy the creditor's claim."¹⁵

17 Specifically, a Hawaii Federal Court evaluating a scenario similar to that presented in this
18 case denied a motion to expunge a lis pendens, ruling as follows:

19 [T]his Court finds that the instant action, in which Plaintiff makes
20 fraudulent transfer claims under the HUFTA, seeking to avoid the transfer
21 of real property to the extent necessary to satisfy Plaintiffs claims and/or to
22 grant Plaintiff other relief under H.R.S. § 651C-7(a), is an appropriate
23 subject of a lis pendens under the Hawaii doctrine of lis pendens, codified
24 in H.R.S. § 634-51. A fraudulent transfer action seeking such relief is
25 seeking statutory avoidance of a real property transfer; the Court finds that
such an action is "concerning real property or affecting the title or the right
of possession of real property" under H.R.S. § 634-51.

26 ¹² Plaintiff's Compl., at ¶129-137.

27 ¹³ See, NRS §112.150(4); Cal. Civ.Code §3439.01(c); ARS §44-1001(3); HRS §651C-1.

28 ¹⁴ See, NRS §112.150(3); Cal. Civ.Code §3439.01(b); ARS §44-1001(2); HRS §651C-1.

¹⁵ See, NRS §112.210(1)(a); Cal. Civ.Code §3439.07(a)(1); ARS §44-1001(3); HRS §651C-7(1).

1 Under H.R.S. 651C-7(a)(1), the transfer is avoided to the extent necessary
2 to satisfy the creditor's claim. Thus, to the extent necessary, title is
3 transferred back to the debtor/transferor pursuant to the statute to be sold to
4 satisfy the creditor's judgment, subject to any adjustment under H.R.S. §
5 651C-8(c). Accordingly, the creditor is entitled to a lis pendens under
6 *Utsunomiya* as the action is directly seeking to obtain title and possession
7 for the debtor/transferor.

8 Although the creditor/plaintiff is not directly seeking to obtain title for itself,
9 it is enough that the creditor/plaintiff is directly seeking to obtain title for
10 the debtor, on the creditor/plaintiff's behalf. Thus, title to the property is at
11 issue in the action and could be directly affected if the plaintiff is
12 successful.¹⁶

13 The Supreme Court of Arizona has further ruled as follows with respect to the applicability
14 of a lis pendens to fraudulent transfers:

15 The UFTA limits a creditor's rights against property taken by a "good faith
16 transferee who took for value or from any subsequent transferee."...Thus,
17 a subsequent sale by a transferee without a lis pendens may cut off the
18 creditor's right, and the court's power, to undo the prior transfer...Without
19 the creditor's lis pendens, evasive debtors may secure the benefit of their
20 fraudulent transfers and impede collection.¹⁷

21 Lastly, the California Supreme Court has ruled similarly on this very issue:

22 A fraudulent conveyance is a transfer by the debtor of property to a third
23 person undertaken with the intent to prevent a creditor from reaching that
24 interest to satisfy its claim. A transfer under the UFTA is defined as every
25 mode, direct or indirect, absolute or conditional, voluntary or involuntary,
26 of disposing of or parting with an asset...A transfer of assets made by a
27 debtor is fraudulent as to a creditor, whether the creditor's claim arose
28 before or after the transfer, if the debtor made the transfer (1) with an actual
intent to hinder, delay, or defraud any creditor, or (2) without receiving
reasonably equivalent value in return, and either (a) was engaged in or about
to engage in a business or transaction for which the debtor's assets were
unreasonably small, or (b) intended to, or reasonably believed, or
reasonably should have believed, that he or she would incur debts beyond
his or her ability to pay as they became due.

Civil Code section 3439.07[5] sets forth the remedies in a fraudulent
conveyance action. Under subdivision (a)(1) of that section, a creditor who
makes a successful fraudulent conveyance claim may obtain "[a]voidance

¹⁶ *Sports Shinko Co., Ltd. V. Qk Hotel, LLC*, 457 F.Supp.2d 1121, 1129 (D. Haw. 2006)(internal citations omitted).

¹⁷ *Farris v. Adv. Capital Corp.*, 170 P.3d 250, 252 (Ariz. 2007)(internal citations omitted).

1 of the transfer or obligation to the extent necessary to satisfy the creditor's
2 claim." Therefore, a fraudulent conveyance claim requesting relief pursuant
3 to Civil Code section 3439.07, subdivision (a)(1), if successful, may result
4 in the voiding of a transfer of title of specific real property. By definition,
5 the voiding of a transfer of real property will affect title to or possession of
6 real property. Therefore, a fraudulent conveyance action seeking avoidance
7 of a transfer under subdivision (a)(1) of Civil Code section 3439.07 clearly
8 "affects title to, or the right to possession of" (Code Civ. Proc., § 405.4) real
9 property and is therefore a real property claim for the purposes of the lis
10 pendens statutes.¹⁸

11 In sum, Plaintiff submits that there is ample evidence that his lis pendens satisfies NRS
12 §14.015(2)(a) such that it should be upheld.

13 The second requirement under NRS §14.015(2) requires Plaintiff to establish that the
14 underlying action was not brought in bad faith or for an improper motive. As set forth ad nauseum
15 in the Second Amended Complaint filed August 13, 2018,¹⁹ Plaintiff has, throughout all of his
16 dealings with Rigollet, acted with nothing but good faith and unfortunately mis-placed trust on
17 Rigollet and the other Defendants in this matter. In reality, it is Rigollet that has time and time
18 again acted in bad faith in outright defrauding Plaintiff at each and every opportunity.²⁰ The sole
19 purpose of Plaintiff's lis pendens on the Property is to simply try to avoid further fraudulent
20 transfers by the Defendants to render them judgment-proof, which, as stated above, is a proper use
21 of the lis pendens process.

22 The third requirement under NRS §14.015(2) requires Plaintiff to establish that he will be
23 able to perform any conditions precedent to the relief sought in the action insofar as it affects the
24 title or possession of the real property. Plaintiff submits that he has done just that by virtue of
25 amending his Complaint to add the current owner of the Property ("Tahican," which is simply
26 another shell company Rigollet established with the intent to shield himself from personal liability
27 and to effectuate the ongoing fraud against Plaintiff) as a Defendant in this matter.

28 Lastly, NRS §14.015(2) requires Plaintiff to establish that he would be injured by any
transfer of an interest in the property before the action is concluded. Again, as stated throughout

¹⁸ *Kirkeby v. Sup. Ct*, 93 P.3d 395, 402 (Cal. 2004)(internal citations omitted).

¹⁹ *Plaintiff's Compl.*, generally.

²⁰ *Plaintiff's Compl.*, generally.

1 the Complaint, Plaintiff has already been defrauded out of hundreds of thousands of dollars by
2 Rigollet through coercion, duress and outright lies. Once Plaintiff saw Rigollet's true colors and
3 was forced to bring this lawsuit to try recoup his money, Rigollet essentially engaged in a fire sale
4 to transfer assets owned by him and/or his various shell companies in an effort to make himself
5 judgment proof. Plaintiff just happened to get lucky and stumble upon Rigollet's actions before he
6 was able to transfer the Property to an independent third-party. Given Rigollet's course of conduct
7 with regard to his dealings with Plaintiff, as well as this Court as set forth further below, Plaintiff
8 submits that he would absolutely be injured if Rigollet were able to complete yet another fraudulent
9 transfer in order to render himself judgment proof.

10 **2. Plaintiff's Lis Pendens Satisfies the Requirements of NRS §14.015(3)**

11 The first requirement under NRS §14.015(3) is that Plaintiff must show that he is likely to
12 prevail in this matter. Plaintiff believes that he is likely to prevail in this matter on the merits, as
13 there is ample evidence of the wrongdoings of Rigollet and the other Defendants as set forth in the
14 Complaint. Furthermore, as the Court will likely recall, each of the Defendants have failed to
15 adequately participate in this litigation. Indeed, none of the business entity defendants even have
16 counsel in this matter, which is in derogation of EDCR 7.42. While Rigollet can proceed pro per,
17 he has not abided by the directives of this Court and Discovery Commissioner Bulla.

18 On July 12, 2018, Commissioner Bulla issued her Report and Recommendations following
19 a June 12, 2018 scheduling status conference in this matter.²¹ In that Report, Commissioner Bulla
20 noted that none of the Defendants appeared for the hearing. The Report further directed all
21 Defendants to file a Case Conference Report or to join in Plaintiff's Case Conference Report by
22 August 13, 2018. Despite Commissioner Bulla's clear directives in the Report, Defendants Le
23 Macaron LLC and BYDOO LLC have failed to secure counsel, and none of the Defendants have
24 done anything with regard to the Case Conference Reports.

25 Commissioner Bulla's Report stated that in the event the Defendants failed to file a Case
26 Conference Report by August 13, 2018, she would issue sanctions, including but not limited to
27

28 ²¹ See, Report and Recommendations, attached hereto as Exhibit "3."

1 striking the pleadings. Given Defendants' flagrant disregard for Commissioner Bulla's directives,
2 Plaintiff is in the process of moving to have Defendants' pleadings stricken from this matter in their
3 entirety, which is further evidence of the likelihood that the Plaintiff will prevail in this matter.

4 Secondly, Plaintiff must show that his injuries in the event the lis pendens is expunged
5 would be greater than Rigollet's injuries would be if the lis pendens remains. As set forth above,
6 Plaintiff has already been defrauded to the tune of several hundred thousand dollars, while Rigollet
7 has not suffered any injury whatsoever. Indeed, Rigollet has taken advantage of his relationship
8 with Plaintiff and Plaintiff's trust that Rigollet was in fact a 50/50 partner in their joint venture. In
9 an effort to solidify the upper hand, Rigollet has made a number of fraudulent transfers of properties
10 and assets owned by him and/or his shell companies. In reality, the value of the lis pendens on the
11 Property is significantly less than Plaintiff's actual damages. However, at this juncture, Plaintiff
12 currently believes that his only shot at recovering anything from Rigollet is tied to the Property.
13 But for Rigollet's repeated fraudulent transfers of assets, the lis pendens would likely not be
14 necessary.

15 **C. Plaintiff's Motion is Untimely**

16 Plaintiff recorded the Notice of Lis Pendens on the Property on April 5, 2017. However,
17 Rigollet has waited more than 16 months to move to expunge the lis pendens. Rigollet offers no
18 explanation or justification regarding the delay. Plaintiff submits that since the recording of the lis
19 pendens, Plaintiff has been forced to incur significant legal fees and costs with respect to this
20 litigation and Defendants' overwhelming refusal to timely participate in same. Had Rigollet timely
21 moved to expunge the lis pendens, and the Court granted the motion (which Plaintiff maintains
22 would be improper for the reasons set forth herein), then Defendants' efforts to render themselves
23 judgment-proof may have resulted in Plaintiff choosing to not pursue the claims any further.
24 Rigollet's significant and inexplicable delay in moving to expunge the lis pendens is a further
25 defraud Plaintiff and force him to expend further monies.

26 **D. Plaintiff May Lack Standing to Move to Expunge the Lis Pendens**

27 As set forth herein, the Motion was filed solely by Rigollet. Plaintiff questions whether
28 Rigollet has standing and authority to move to expunge the lis pendens given the fact that the sole

1 owner of the Property is Tahican, LLC. That said, given the clearly unified interest and ownership
2 between Rigollet, Le Macaron, Bydoo, and Tahican, Plaintiff notes that Rigollet's efforts to
3 expunge the lis pendens on a Property owned solely by Tahican is an admission on Rigollet's part
4 that they are one and the same.

5 **V. CONCLUSION**

6 Based on the foregoing facts and legal reasoning, Plaintiff MAX JOLY hereby requests
7 this Honorable Court deny Defendant Rigollet's Motion to Expunge Notice of Lis Pendens.

8 Dated: This 23rd day of August, 2018.
9

10
11 JENNINGS & FULTON, LTD.

12
13 /s/ Adam R. Fulton

14 JARED B. JENNINGS, ESQ.

15 Nevada Bar No. 007762

16 ADAM R. FULTON, ESQ.

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25 *Attorneys for Plaintiff: Max Joly*
26
27
28

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702.979.3565

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 7.26, I, the undersigned, declare and state as follows:
I am over the age of eighteen (18) years of age, and I am not a party to this action. My business
address is 2580 Sorrel Street, Las Vegas, Nevada 89146. On the 23rd day of August 2018, I
served the attached document(s):

**PLAINTIFF'S OPPOSITION TO DEFENDANT RIGOLLET'S MOTION TO
EXPUNGE NOTICE OF LIS PENDENS**

By United States Postal Service prepaid first-class postage to the address listed below.

JEAN FRANCOIS RIGOLLET
LE MACARON LLC
BYDOO LLC
TAHICAN LLC
2003 Smoketree Village Circle
Henderson, NV 89012

Pro Se

I have read the foregoing and declare under the penalty of perjury under the law of the
State of Nevada that it is true and correct. Executed on the 23rd day of August, 2018, in Clark
County, Nevada.

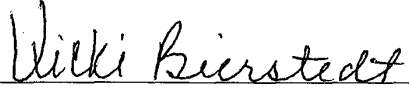
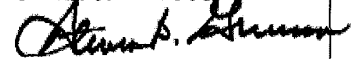

Vicki Bierstedt, Employee of the Law
Firm of Jennings & Fulton, LTD.

EXHIBIT "1"



JENNINGS & FULTON, LTD.

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7 *Attorneys for Plaintiff Max Joly*

8
9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 MAX JOLY, an individual

Case No.: A-16-734832-C

12 Plaintiff,

Dept. No.: XXV

13 vs.

14 JEAN FRANCOIS RIGOLLET, an
individual; LE MACARON LLC, a
15 Nevada Limited Liability Company;
BYDOO LLC, a Nevada Limited Liability
16 Company; TAHICAN, LLC, a Nevada
Limited Liability Company; DOES 1-10;
17 and ROE CORPORATIONS 1-10,

SECOND AMENDED COMPLAINT

**EXEMPT FROM ARBITRATION:
AMOUNT IN CONTROVERSY EXCEEDS
\$50,000.00 & DECLARATORY RELIEF
SOUGHT**

18 Defendants.

19
20 JEAN FRANCOIS RIGOLLET, an
individual; LE MACARON LLC, a
21 Nevada Limited Liability Company;
BYDOO LLC, a Nevada Limited Liability
22 Company; DOES 1-10; and ROE
23 CORPORATIONS 1-10,

24 Counterclaimant,

25 vs.

26 MAX JOLY, an individual,

27 Counter-defendant.

28 Plaintiff/Counter-Defendant MAX JOLY (hereinafter "Plaintiff") by and through his

attorneys of record, Jared B. Jennings, Esq. and Adam R. Fulton, Esq., of the law firm of Jennings & Fulton, LTD. hereby files this Second Amended Complaint against Defendants JEAN FRANCOIS RIGOLLET, LE MACARON LCC, BYDOO LLC, TAHICAN, LLC., DOES 1-10, and ROE CORPORATIONS 1-10 and alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is an individual whose principle residence is in Lausanne, Switzerland.
2. Defendant JEAN FRANCOIS RIGOLLET ("Rigollet") is an individual whose principal residence is in Clark County, Nevada.
3. Defendant LE MACARON, LLC ("Le Macaron") is a limited liability corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.
4. Defendant BYDOO, LLC ("Bydoo") is a limited liability corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.
5. Defendant TAHICAN, LLC ("Tahican") is a limited liability corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.
6. Plaintiff does not know the true names of the individuals, corporations, partnerships and entities sued and identified in fictitious names as DOES 1-10 and ROE CORPORATIONS 1-10. Plaintiff alleges that such Defendants assisted or participated in activities that resulted in damages suffered by Plaintiff as more fully discussed under the claims for relief set forth below. Plaintiff will request leave of this Honorable Court to amend this Complaint to show the true names and capacities of each such fictitious Defendant when Plaintiff discovers such information.
7. This Court has personal jurisdiction over all parties, as all parties involved are residents of Clark County, Nevada, own property in Clark County, Nevada, or conduct business in Clark County, Nevada. The Court has subject matter jurisdiction as Plaintiff is seeking

1 declaratory relief, breach of contract, and fraudulent transfer seeking damages in excess of
2 \$50,000.00.

3 8. Venue is proper because all events giving rise to Plaintiff's claims occurred in
4 Clark County, Nevada.

5 **GENERAL ALLEGATIONS**

6 **I. Background**

7 9. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
8 set forth herein.

9 10. At all times relevant the causes of action stated herein occurred in Clark County,
10 Nevada.

11 11. Plaintiff and Rigollet, and their respective wives, first encountered each other in
12 the early 2000's and eventually the couples became friends.

13 12. Since that time Rigollet has used fraudulent means, described in greater detail
14 below, to convince Plaintiff to agree to purchase an ownership interest in various joint ventures
15 (including various residential properties and "Le Macaron" restaurant franchises located in Las
16 Vegas, Nevada) and then later defraud Plaintiff of said ownership interests and Plaintiff's money
17 through nefarious means.

18 13. The following allegations of fraud are made for the purposes of satisfying the
19 statutory requirement under N.R.C.P. 9(b) that a cause of action for fraud be pled "with
20 particularity," as well as to support Plaintiff's allegation that Rigollet should be held personally
21 accountable for the actions of Bydoo under the doctrine of "piercing the corporate veil" and the
22 fraudulent transfers of properties from Defendant Bydoo, LLC to Defendant Tahican, LLC.

23 **II. Purchase of Residential Investment Properties**

24 14. On or about December 31, 2012, Rigollet proposed to Plaintiff a real estate
25 investment opportunity in real estate in Las Vegas which Rigollet assured Plaintiff would be
26 profitable.

27 15. In April 2013, Rigollet convinced Plaintiff to take part in the aforementioned
28

1 real estate investment and put Plaintiff in contact with Boris Jakubczack (hereinafter "Boris," a
2 non-party to this litigation) who was to facilitate the investment transaction.

3 16. In July 2013, Plaintiff travelled to Las Vegas, Nevada and met with Rigollet and
4 Boris wherein they visited several residential properties.

5 17. On or about August 2013, at the behest of Rigollet and Boris, Plaintiff agreed to
6 contribute a grand total of \$753,665.85 towards the purchase of five (5) residential properties for
7 investment purposes.

8 18. On or about August 8, 2013, Boris formed "NIPAMA LLC" for the purpose of
9 serving as the holding company for Plaintiff's investment in these properties and for which
10 Plaintiff and his spouse would serve as the lone shareholders.

11 19. Plaintiff desired to serve as managing member of NIPAMA, LLC. However, on or
12 about July 2013, Rigollet and Boris met with Plaintiff in person in Las Vegas and falsely
13 misrepresented to Plaintiff that under Nevada law, only a Nevada resident could serve as manager
14 of an LLC.

15 20. Based on this material and fraudulent misrepresentation, Plaintiff eventually
16 consented to allowing Rigollet to serve as the manager of NIPAMA, LLC while foregoing any
17 opportunity to serve in the same capacity, which gave him control over the NIPAMA LLC bank
18 accounts.

19 21. On or about the end of August, the five (5) aforementioned properties were
20 purchased and Rigollet became the manager of NIPAMA, LLC and was responsible for their
21 management.

22 22. Rigollet moved to Las Vegas in September 2013.

23 **III. Plaintiff and Defendants Enter into A Franchise Partnership To Operate "Le**
24 **Macaron" Franchises**

25 23. In April 2014, through discussions between Plaintiff and Rigollet regarding
26 Rigollet seeking to open a business to obtain an E-2 Investor Visa for Rigollet's son (who
27 eventually obtained a Green Card through a lottery system), Plaintiff showed Rigollet an
28

1 advertisement for "Le Macaron" franchises (a pastry shop that sells macarons and other pastry
2 products) and the two discussed the possibility of opening one or more in Las Vegas.

3 24. The two travelled to Sarasota, Florida in May 2014 to meet with a franchisor and
4 visit existing stores.

5 25. Rigollet suggested the two invest in the franchises as the investment would be
6 \$150,000.00 for each store and as they were going to open two (2) stores, they each would invest
7 \$150,000.00 in the venture, creating a 50% ownership interest for both Plaintiff and Bydoo in the
8 venture.

9 26. From April 2014 to August 2014, Rigollet represented on multiple occasions to
10 Plaintiff that Rigollet would contribute the same amount of money as Plaintiff into the company
11 as Plaintiff and Rigollet were 50/50 partners.

12 27. On or about July 9, 2014 Plaintiff and Bydoo executed an operating agreement to
13 establish and operate Le Macaron. The operating agreement created a franchise partnership
14 between Plaintiff and Bydoo, with the aforementioned 50/50 split in ownership.

15 28. Rigollet tasked Boris to set up "Le Macaron, LLC" with the Nevada Secretary of
16 State for purposes of operating the franchise.

17 29. Plaintiff lived in Switzerland at all times relevant to this litigation. Meanwhile,
18 Rigollet, with the help of Boris, who was living in Las Vegas, assumed responsibility for the
19 development of the venture, including eventual construction of the restaurants at issue.

20 30. Plaintiff relied throughout the venture on material representations made by
21 Rigollet that Rigollet would manage this joint venture in a professional, profitable, and competent
22 manner.

23 31. After establishing the franchise partnership, a search for possible locations for the
24 restaurants was undertaken. Rigollet suggested the Galleria Mall as a possible site.

25 32. Based on this representation, Plaintiff agreed to the Galleria Mall site. On October
26 29, 2014 a lease agreement was signed for an anticipated opening date of December 10, 2014.

27 33. A site for the second franchise was later selected at the Venetian Hotel & Casino,
28 with a lease agreement being signed on November 25, 2014. According to Rigollet, this second

1 restaurant would open in approximately March 2015.

2 34. Plaintiff had reservations about whether the site was too expensive. However,
3 Boris and Rigollet convinced him that it was the right location, in part by telling Plaintiff he
4 simply "did not know Las Vegas."

5 35. To convince Plaintiff to agree to that particular location, Rigollet assured Plaintiff
6 that "money [was] not a problem" and that he would advance Plaintiff's anticipated return on the
7 business' investment for a period of 2-3 years.

8 36. About this same time, Rigollet informed Plaintiff that, without Plaintiff's consent
9 or approval, he had switched the venture's bank account to Bank of America (the previous
10 account, established by Boris, had been with Chase Bank).

11 37. Curiously, Plaintiff was never given any access to this new account by Rigollet.
12 Plaintiff would later learn it was against the financial interests of the venture to have made this
13 change. However, Plaintiff was never given the opportunity to take part in the decision, thus
14 constituting evidence of fraud against him.

15 38. There were numerous unexplained delays in construction of the two Le Macaron
16 restaurants. Permits were not timely issued, and neither Rigollet nor Boris could explain
17 sufficiently the reasons why.

18 39. Plaintiff (who was still living in Switzerland at the time) repeatedly requested
19 updates from Rigollet and/or Boris about the reasons for the delay, but they could not provide a
20 sufficient answer.

21 40. During this time, Plaintiff's wife was diagnosed with cancer. Surgeries were
22 performed in February 2015, March 2015, and a final surgery was performed in June 2015, which
23 resulted in an amputation. This left Plaintiff in greater need of money.

24 41. On April 6, 2015, Boris stated construction of the restaurants were suffering from
25 significant cost overruns and that he could do nothing to speed up the construction process
26 because of trade union regulations—a fact he has known from the beginning but did not disclose
27 to Plaintiff.

28 42. To assist with some of the costs to have the franchises at more prominent and

1 expensive locations, On May 26, 2015, the franchisor loaned the parties \$200,000.00.

2 43. These locations were more expensive than originally anticipated and during
3 construction and set up, Rigollet was continually contacting Plaintiff in high pressured
4 communications telling Plaintiff that he needed to contribute more money to save his investment
5 and that Rigollet was matching any additional cash infusions by Plaintiff as they were 50/50
6 partners. As such, Plaintiff wired additional funds to Rigollet.

7 44. In order to assist in paying for cost overruns, Rigollet suggested Plaintiff agree to
8 the sale of one or more of the residential real properties identified earlier in this Complaint, which
9 Plaintiff was hesitant to do but which Rigollet pressured him into doing representing to Plaintiff
10 that he had a buyer who was willing to pay cash for the properties at a fair market value. Rigollet
11 falsely represented to Plaintiff that he would contribute the same amount of money to the venture
12 that Plaintiff contributed if Plaintiff agreed to sell one of his properties. Plaintiff reluctantly
13 approved the sale of one property and as Rigollet was the acting manager of NIPAMA, LLC, the
14 entity which held Plaintiff's properties, Rigollet sold the property without showing Plaintiff any
15 paperwork from the sale (purchase contract, settlement statement, etc.) even though Plaintiff
16 asked to see it. Plaintiff suspects and believes that Rigollet would not show Plaintiff the
17 paperwork as he financially benefitted from this sale illegally while acting as a manager
18 (fiduciary) to NIPAMA, LLC.

19 45. Plaintiff is informed and believes, and thereon alleges, that the aforementioned real
20 estate was sold for less-than market value not at "arm's length" to an interested party of Rigollet
21 and Boris. Plaintiff is further informed and believes, and thereon alleges, that such is the direct
22 result of fraud on the part of Rigollet and Boris designed to deprive him of his ownership interest
23 in the properties while simultaneously benefiting Defendants in an unfair manner.

24 46. Through the sale of property and all the additional wires sent by Plaintiff to
25 Rigollet as a result of the high-pressure communications demanding more money to prevent
26 Plaintiff from losing his investment, Plaintiff invested \$450,000.00 with Rigollet for Le Macaron,
27 with the belief that Rigollet had invested the same, being 50/50 partners.

28 47. Plaintiff began to grow suspicious of Rigollet and the alleged need for money to

1 cover alleged cost overruns. He was concerned Bydoo and/or Rigollet may not have contributed
2 their \$450,000.00 share to the business venture. However, each time Plaintiff requested to see the
3 financial records and books of the company, Rigollet made excuses as to why he could not
4 provide them. To date, Plaintiff has never seen his own business venture's financial records.

5 48. The Galleria location opened on or about August 15, 2015, significantly late and
6 vastly over budget.

7 49. The Venetian location opened on or about September 20, 2015, also significantly
8 late and vastly over budget.

9 50. At roughly the same time, Rigollet intentionally slandered Plaintiff to the
10 franchisor, claiming Plaintiff had "abandoned" the venture, which was patently untrue.

11 51. The venture obtained a health department license prior to the opening of the two
12 (2) restaurants.

13 52. All parties were excited about the venture and believed they would be very
14 lucrative, especially after the openings as the franchisor reported that it was the best recorded
15 opening of any other Le Macaron franchise to date.

16 53. Then, on or about September 24, 2015, just after the openings, Rigollet met with
17 Plaintiff in person and told Plaintiff that he no longer wished to work with him and that he wanted
18 to buy him out. It was at this meeting that Rigollet made the following misrepresentations to
19 Plaintiff: (1) that, pursuant to their agreement, Rigollet reaffirmed that he had invested the same
20 amount of money into the venture that Plaintiff had, (2) Rigollet told Plaintiff that since Plaintiff
21 didn't have enough money to buy out Rigollet's interest in Le Macaron, that Plaintiff had to
22 accept Rigollet's offer to buy Plaintiff's interest out and that if he didn't agree, Rigollet would
23 withdraw from the company and, since the health department required a Nevada resident for its
24 health license, if Plaintiff were left as the sole owner and someone (and Rigollet pointed to
25 himself) called the health department and reported it, the health department would shut the
26 business down, effectively forcing Plaintiff into believing he had to sell his shares in the company
27 to Rigollet or that the business would be shut down and Plaintiff would lose his investment, (4)
28 Rigollet represented that he would provide an accounting to Plaintiff showing the value of the

1 assets, the amount of liabilities, and the investments made into the company prior to issuing
2 Plaintiff a buyout amount, which Rigollet never provided, (5) Rigollet told Plaintiff that he would
3 buy out Plaintiff's interest using Bydoo, LLC, as Bydoo owned several valuable real estate
4 properties that would effectively serve as "collateral" on the note Rigollet would give him for his
5 interest in Le Macaroon, (6) Rigollet told Plaintiff that the Note would be structured to
6 aggressively make large payments to Plaintiff and that he would have it paid off in less than a
7 year.

8 54. Plaintiff felt blindsided at this meeting as the parties were jovially socializing just
9 the day before discussing how successful the venture would be, and Plaintiff believed that if he
10 didn't sell his interest to Rigollet, Rigollet would withdraw his interest and report the business to
11 the health department to shut it down and Plaintiff would lose everything.

12 55. Additionally, although Plaintiff felt that he was being pushed out intentionally, he
13 believed that Rigollet had several valuable properties owned by Bydoo, LLC and that Rigollet
14 would make all the payments on the Note to buy out Plaintiff's interest allowing Plaintiff to
15 recover some of his investment.

16 56. From August 2013 to December 2015 Rigollet took money from NIPAMA, LLC,
17 to pay for Rigollet's personal expenses on his own properties, which belonged solely to Plaintiff.

18 57. Under duress due to Rigollet's intentional false statement regarding the status of
19 the health department license, knowing he could not relocate from Europe to oversee the stores,
20 believing that Bydoo owned several valuable properties that far exceeded the amount of the
21 buyout, and being essentially "fed up" with the lies and misrepresentations made by Rigollet and
22 Boris during the construction process, especially by always making excuses as to why Plaintiff
23 could not see the financial records and books, Plaintiff agreed to sell his share of the venture to
24 Rigollet and Bydoo.

25 **IV. Plaintiff Sells His Interest In The Venture To Bydoo (Rigollet).**

26 58. On or about September 29, 2015, Defendants, in exchange for Plaintiff's
27 ownership interest, executed a LLC Membership Purchase Agreement ("Agreement"), attached
28

1 hereto as Exhibit "1", wherein the Defendants agreed to pay the Plaintiff the principal sum of
2 \$360,000.00 in installment agreements over a period of 9 months.

3 59. The Agreement required payments to be made from the Defendants to the Plaintiff
4 according to the payment schedule, which follows: \$100,000.00 to be paid no later than October
5 31, 2015; \$50,000.00 to be paid no later than November 15, 2015; \$70,000.00 to be paid no later
6 than February 28, 2016; and the remaining balance of \$140,000.00 to be paid no later than June
7 30, 2016.

8 60. Pursuant to the Agreement, Plaintiff assigned the ownership interest to the
9 Defendants on September 29, 2015.

10 61. To date, Defendants have never made one single payment according to the
11 Payment schedule.

12 62. Plaintiff is informed and believes, and hereon allege, that Defendants never
13 intended to make a payment according to the Agreement, nor did Defendants intend fulfill their
14 end of the Agreement.

15 63. Plaintiff is informed and believes, and hereon alleges, that Defendants specifically
16 intended to defraud Plaintiff of his ownership interest in all the manners identified and described
17 above and that Plaintiff relied on the material misrepresentations of the Defendants in entering
18 into the aforementioned Agreement which resulted in damages to the Plaintiff.

19 64. Plaintiff has tried to contact the Defendants numerous times but Defendants have
20 not responded to Plaintiff.

21 65. Defendants are in breach of the Agreement because the Defendants have not made
22 one single payment according to the payment schedule in the Agreement and have not paid the
23 entire purchase price of \$360,000.00.

24 **V. Bydoo LLC, Fraudulent Conveys Numerous Properties to Tahican, LLC**

25 66. The Nevada Secretary of State business entity information revealed Jean-Francois
26 Rigollet as the registered agent, and Boris Yakubczack and Jean Rigollet as the managers of
27 Tahican, LLC.
28

1 67. Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous
2 properties as its assets to secure a note until the note was paid off.

3 68. Plaintiff transferred over his 50% ownership interest in Le Macaron without
4 adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions
5 to sell his interest in Le Macaron.

6 69. In anticipation and throughout the pending litigation, Defendant Bydoo LLC
7 fraudulently transferred the properties to Tahican, LLC without adequate consideration.

8 70. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed
9 multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of any assets., and
10 Tahican LLC then sold the properties to various third parties, attached hereto as Exhibit "2".

11 71. Tahican, LLC has commenced selling properties relied on by Plaintiff for the note.

12 72. Plaintiff seeks resolution of his claims once and for all by a court of competent
13 jurisdiction.

14 73. Plaintiff has sustained damages in excess of \$15,000.00 as a result of Defendants
15 failure to abide by the terms of the Agreement.

16 74. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
17 seeks recovery of his attorneys' fees and court costs.

18 **FIRST CLAIM FOR RELIEF**

19 **(Breach of Contract)**

20 **(As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC)**

21 75. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
22 set forth herein.

23 76. Plaintiff and Defendants entered into a valid and existing contract (the Agreement)
24 wherein the Defendant agreed to pay the Plaintiff as set forth herein.

25 77. Defendants breached the contract by failing to pay any of the scheduled payments
26 owed to the Plaintiff.

1 78. Plaintiff has performed all conditions, covenants, and promises required by
2 Plaintiff pursuant to the aforementioned Agreement by transferring his ownership interest to the
3 Defendants.

79. As a direct and proximate consequence of the foregoing, Plaintiff has suffered damages in excess of \$15,000.00.

80. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

SECOND CLAIM FOR RELIEF

Declaratory Relief

(Against All Defendants)

11 81. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
set forth herein.

82. A dispute has arisen, and actual controversy now exists between Plaintiff and Defendants, including DOES 1-10 and ROE CORPORATIONS 1-10, and each of them, as to their rights and liabilities with respect to the Agreement, including the rights Plaintiff is claiming pursuant to the Agreement. Plaintiff claims a right to Defendants' personal property. Plaintiff seeks a declaration from the Court that Tahican LLC's assets are in fact Bydoo LLC's assets and are subject to collection by Plaintiffs. Defendants dispute Plaintiff's claims. Therefore, an actual controversy exists relative to the legal duties and rights of the respective parties, which Plaintiff requests the Court to resolve.

21 83. All of the rights and obligations of the parties arose out of one series of events or
22 happenings, all of which can be settled and determined in a judgment in this one action. Plaintiff
23 alleges that an actual controversy exists between the parties under the circumstances alleged. A
24 declaration of rights, responsibilities and obligations of the parties is essential to determine their
25 respective obligations in connection with the Agreement. Plaintiff has not a true and speedy
remedy at law of any kind.

27 84. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

THIRD CLAIM FOR RELIEF

(Contractual Breach of the Covenant of Good Faith and Fair Dealings)
(As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC)

85. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

86. Plaintiff and Defendants entered into a valid contract whereby Defendants promised to pay the Plaintiff pursuant to the terms of the Agreement.

87. Every contract possesses an implied and expressed covenant that the parties to the Agreement would act in good faith and deal fairly with the parties to the Agreement.

88. Plaintiff performed all conditions pursuant to the Agreement and transferred Plaintiff's ownership interest to Defendants monies at the time of contract formation and all other conditions, covenants, and promises pursuant to the aforementioned Agreement with the Defendants.

89. Defendants breached the duty owed the Plaintiff when the Defendants in violation of the covenants and conditions stated in the Agreement, failed to perform pursuant to the Agreement by not paying the Plaintiff when their performance became due and owing.

90. As a direct result of the Defendants breach of the written agreement, the Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of \$15,000.00.

91. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

FOURTH CLAIM FOR RELIEF

(Unjust Enrichment)
(As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC)

92. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

93. Plaintiff alleges that the Defendants have been unjustly enriched, because Defendants enjoy a 100% ownership interest in Defendant LE MACARON, LLC without paying

1 for 50% of that interest. Plaintiff's ownership interests were transferred to the Defendants and the
2 Defendants intentional or negligent breach of the Agreement has caused financial harm to the
3 Plaintiff.

4 94. As a direct result of the Defendants' breach of the written contract resulting in the
5 Defendants being unjustly enriched, the Plaintiff has suffered damages as a direct and proximate
6 consequence in an amount in excess of \$15,000.00.

7 95. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
8 seeks recovery of his attorneys' fees and court costs pursuant to the law.

9 **FIFTH CLAIM FOR RELIEF**

10 **(Fraudulent Misrepresentation)**

11 **(As Against Defendants Jean Francois Rigollet, Le Macaron, LLC, and Bydoo, LLC)**

12 96. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
13 set forth herein.

14 97. Prior to the transfer of Plaintiff's ownership interest, Defendants made fraudulent
15 representations to Plaintiff regarding Defendant Rigollet's and consequentially Bydoo's
16 investment in the venture, threats of withdrawal and cancellation of the health license, an
17 accounting, and that Bydoo's buyout of Plaintiff's shares would be secured by the substantial
18 assets of Bydoo until the note was paid off. As alleged above, Defendants made further
19 misrepresentations regarding the creation of the entity and control of the same for the properties
20 that Plaintiff purchased. Further, Defendants made misrepresentations regarding the sale of
21 Plaintiff's property and made misrepresentations regarding Plaintiff's bank accounts.

22 98. Defendants knew that the foregoing misrepresentations were false and intended to
23 induce Plaintiff to act on the misrepresentation.

24 99. Plaintiff would not have transferred over his 50% ownership interest in Le
25 Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defendants
26 fraudulent representations to sell his interest in Le Macaron.

27 100. As a direct and proximate result of Defendants acts and omissions, Plaintiff has
28 suffered and will continue to suffer direct, incidental, and consequential damages in an amount to

1 be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.

2 101. Defendants acted willfully and maliciously, and with oppression, fraud, or malice,
3 and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or
4 punitive damages.

5 102. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
6 seek recovery of his attorney's fees and costs pursuant to the law.

7 **SIXTH CLAIM FOR RELIEF**

8 **(Fraud)**

9 **(As Against All Defendants)**

10 103. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
11 set forth therein.

12 104. Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous
13 properties as its assets to secure a note until the note was paid off.

14 105. Plaintiff transferred over his 50% ownership interest in Le Macaron without
15 adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions
16 to sell his interest in Le Macaron.

17 106. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed
18 multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of any assets.

19 107. As a direct and proximate result of Defendants acts and omissions, Plaintiff has
20 suffered and will continue to suffer direct, incidental, and consequential damages in an amount to
21 be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.

22 108. Defendants acted willfully and maliciously, and with oppression, fraud, or malice,
23 and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or
24 punitive damages.

25 109. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
26 seek recovery of his attorney's fees and costs pursuant to the law.

SEVENTH CLAIM FOR RELIEF

(Piercing the Corporate Veil)

(Against Jean Francois Rigollet)

110. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth therein.

111. Rigollet is the sole manager and owner of Le Macaron and Bydoo and one of the two managers of Tahican, LLC, with Boris Jakubczack as the other manager.

112. There is such unity of interest and ownership between Le Macaron/Bydoo/Tahican and Rigollet that they are inseparable from each other.

113. Rigollet set up and established these entities with the intent to shield himself from personal liability from his own personal business ventures as an individual with the intent to further his fraud upon the Plaintiff.

114. Rigollet represented to Plaintiff that he was going to buy Plaintiff's interest in Le Macaron using Bydoo as Bydoo had substantial assets to secure the note until it was paid off.

115. Rigollet misused the protections of a limited liability company by self-dealings such as, comingling funds, funneling money to himself through these entities for his own personal gain as if these entities were merely hollow shells with no real assets or investors.

116. All of the profits derived through Le Macaron and Bydoo flow directly to Rigollet; therefore, both entities are merely the alter egos to the Rigollet.

117. Adherence to the corporate fiction of a separate entity would promote a manifest injustice or fraud against Plaintiff because Plaintiff never received any consideration in exchange for his ownership interest.

118. As a natural and proximate result of Rigollet using the above stated Defendant entities as direct result of Rigollet's breaches of written agreements and fraudulent activities, Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of \$15,000.00.

119. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

EIGHTH CLAIM FOR RELIEF

(Conversion)

(As Against All Defendants)

120. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth therein.

121. Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous properties as its assets to secure a note until the note was paid off.

122. Plaintiff transferred over his 50% ownership interest in Le Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions to sell his interest in Le Macaron.

123. In anticipation and throughout the pending litigation, Defendant Bydoo LLC fraudulently transferred the properties to Tahican, LLC.

124. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of its assets.

125. Tahican, LLC has commenced selling properties relied on by Plaintiff for the note.

126. As a direct and proximate result of Defendants acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.

127. Defendants acted willfully and maliciously, and with oppression, fraud, or malice, and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or punitive damages.

128. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

NINTH CLAIM FOR RELIEF

Fraudulent Transfer

(As Against All Defendants)

129. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth therein.

130. Plaintiff relied on the solvency of Defendant Bydoo, LLC with numerous properties as its assets to secure a note until the note was paid off.

131. Plaintiff transferred over his 50% ownership interest in Le Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defendants fraudulent actions to sell his interest in Le Macaron.

132. In anticipation and throughout the pending litigation, Defendant Bydoo LLC fraudulently transferred the properties to Tahican, LLC.

133. From January 8, 2016, to February 3, 2017, Defendant Bydoo, LLC quitclaimed multiple properties to Tahican, LLC, fraudulently divesting Bydoo, LLC of any assets and did not receive adequate consideration for the same. This was done with the intent to hinder, delay and defraud Plaintiff's abilities to collect the assets of Bydoo, LLC.

134. Tahican, LLC has commenced selling properties relied on by Plaintiff for the note.

135. As a direct and proximate result of Defendants acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.

136. Defendants acted willfully and maliciously, and with oppression, fraud, or malice, and as a result of Defendants wrongful conduct, Plaintiff is entitled to an award of exemplary or punitive damages.

137. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

WHEREFORE, Plaintiff prays as follows:

1. For a declaration of rights and obligations as between Plaintiff and Defendants;
2. For judgment against Defendants for damages in an amount in excess of \$15,000.00, together with interest thereon until entry of judgment;
3. For an award of punitive damages against Defendants for the fraudulent transfers in an amount in excess of \$15,000.00, together with interest thereon until entry of judgment;
4. For entry of an order compelling Defendants to pay Plaintiff's costs and attorneys' fees;

JENNINGS & FULTON, LTD.
2580 Sorrel Street
Las Vegas, NV 89146
702.979.3565

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5. Consequential and incidental damages according to proof at trial; and
6. For such other and further relief as the Court may deem just and proper.

DATED: August 13, 2018

JENNINGS & FULTON, LTD.

By: /s/ Jared B. Jennings, Esq.
JARED B. JENNINGS, ESQ.
Nevada Bar No. 007762
ADAM R. FULTON, ESQ.
Nevada Bar No. 11572
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Email: jjennings@jfnvlaw.com
Email: afulton@jfnvlaw.com
Attorneys for Plaintiff Max Joly

JENNINGS & FULTON, LTD.
2580 Sorrel Street
Las Vegas, NV 89146
702.979.3565

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 7.26, I hereby certify that on the 13th day of August 20186, I served a true and correct copy of the foregoing Plaintiff's **SECOND AMENDED COMPLAINT** by direct email through the Court's electronic filing system and prepaid first-class postage, to the persons and address listed below:

JEAN FRANCOIS RIGOLLET
LE MACARON LLC
BYDOO LLC
2003 Smoketree Village Circle
Henderson, NV 89012
Pro Se

/s/ Vicki Bierstedt

Employee of the Law Firm of Jennings &
Fulton, Ltd.

EXHIBIT “1”

LLC Membership Purchase Agreement

This Purchase Agreement is entered into on September 29th 2015, between Max JULY, a married man (the "Seller"), and BVD00 LLC, a Nevada LLC (the "Buyer").

RECITALS:

- A. Seller is a member in LE MACARON LLC, a Nevada limited liability company (the "Company");
- B. The business and affairs of the Company are governed by an Operating Agreement dated July 9th 2014 made between the members of the Company (the "Operating Agreement");
- C. Seller owns a 50% membership interest in the Company (the "Membership Interest");
- D. Seller desires to sell and Buyer desires to purchase the Membership Interest in accordance with the terms of this Agreement. In consideration of the mutual promises, representations, warranties, and covenants contained in this Agreement, the Parties agree as follows:

1. **Purchase and Sale of Membership Interest.** Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, Seller's Membership Interest in the Company. In consideration thereof, Buyer agrees to pay to Seller \$350,000.00 (three hundred and sixty thousand dollars) as the shares price and balance of his owner account (balance of \$437,980 as of September 29th 2015). Payment is schedule as follow: \$100,000.00 (one hundred thousand dollars) to be wire to seller no later than October 31st 2015, \$50,000.00 (fifty thousand dollars) to be wire to seller no later than November 15th 2015, \$70,000.00 (seventy thousand dollars) to be wire to seller no later than February 28th 2016 and the balance of \$140,000.00 (one hundred and forty thousand dollars) no later than June 30th 2016. This depreciation is due and agreed by all parties because of the high deficit of the company at the time of transaction.
2. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of LE MACARON LLC, at 2003 SmokeTree Village Cr, Henderson, Nevada on September 29th 2015.
3. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as of the date of this Agreement and as of the Closing that:
 - a) Seller has full power and authority to execute and deliver this Agreement and to perform Seller's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and consideration.
 - b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by it will constitute a default under or require any notice under any agreement other than the Operating Agreement to which Seller is a party or by which Seller is bound.
 - c) Seller holds of record, and owns beneficially, the Membership Interest, free and clear of any restrictions on transfer (other than any restrictions under the Operating Agreement or applicable law), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, claims, or demands.
4. **Representation and Warranties of Buyer.** Buyer represents and warrants to Seller as of the date of this Agreement and as of the Closing that:
 - a) Buyer has full power and authority to execute and deliver this Agreement and to perform Buyer's obligations under it, and that this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and consideration.
 - b) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement will constitute a default under or require any notice under any agreement to which Buyer is a party or by which Buyer is bound.
5. **Investment Intent of Buyer.** Buyer acknowledges that the Membership Interest has not been, and will not be, registered under the Federal Securities Act of 1933, or under any state securities laws, and is being sold in reliance upon federal and state exemptions for transactions not involving any public offering. Further, Buyer is acquiring the Membership Interest solely for Buyer's own account for investment purposes only, and not with a view to further sale or distribution. Buyer is a sophisticated investor with knowledge and experience in business and financial matters and has received the information concerning the Company and the Membership Interest as Buyer requires or desires in order to evaluate the merits and risks inherent in owning the Membership Interest. Buyer is able to bear the economic risk and lack of liquidity inherent in owning the Membership Interest.
6. **Closing Covenants and Conditions.** Each of the Parties will use their reasonable best efforts to take all actions and to do all things necessary to consummate and make effective the transactions contemplated by this Agreement. In furtherance thereof, Seller will use Seller's reasonable best efforts to obtain the consents of the other members of the Company to the sale of the Membership Interest contemplated by this Agreement in the time and manner required by the Operating Agreement and applicable law. Seller will use Seller's reasonable best efforts to cause the Company to permit Buyer to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations to the Company, to all premises, properties, personnel, books, records, and contracts of and pertaining to the Company. Buyer will treat and hold such information in strict confidence and will not use any of this information except in connection with this Agreement, and, if this Agreement is terminated for whatever reason, Buyer will return to the Company all such information and any and all copies.
7. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions:
 - a) The representations and warranties made by Seller in this Agreement are correct in all material respects at the Closing;
 - b) Seller has performed and complied with all of Seller's covenants made in this Agreement in all material respects at the Closing;
 - c) There shall not be any injunction, judgment, order, decree, ruling, charge, or matter in effect that prevents or may prevent consummation of any of the transactions contemplated by this Agreement; and "As-Is" Sale. Except for the warranties given by Seller in Paragraph 3 of this Agreement, Seller has not made and is not giving Buyer any representation or warranty of any kind whatsoever with respect to the Membership Interest, the Company, or any of the business and properties of the Company, and Buyer assumes any and all of the risks associated therewith.
8. **Limited Indemnity by Seller.** Seller shall indemnify, hold harmless, and defend Buyer from and against any and all liability arising at any time Seller owned the Membership Interest, for Seller's default in Seller's promise to make a contribution to the Company, or if Seller has accepted or received a distribution with knowledge of facts indicating that it was in violation of the Operating Agreement or applicable law.
9. **Terms of Operating Agreement.** From and after Closing and at all times that Buyer is a member of the Company, Buyer shall be bound by all of the terms and conditions of the Operating Agreement.
10. **Covenant Not to Compete; Promise of Confidentiality.** Until December 31st 2019, Seller shall not, directly or indirectly, compete with the Company in any respect, engage in any business or enterprise offering any products or services identical to, similar to, or competitive with any products or services that have been, or may hereafter be offered by the Company; or contact, solicit, or attempt to contact or solicit for any purpose, any past, present, or future customer, employee, or supplier of the Company. Further, at all times Seller shall not use or disclose any intellectual property, trade secrets or information, knowledge, or data relating in any way to the past, present, or future business affairs, conditions, customers, efforts, employees, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Company in whatever form. Seller expressly agrees and acknowledges that a loss arising from a breach of any provision under this Paragraph may not be reasonably and equitably compensated by money damages. Therefore, Seller agrees that in the case of any such breach, Company shall be entitled to injunctive and other equitable relief to prevent Seller from engaging in any prohibited activity, which relief shall be cumulative in addition to any and all other additional remedies that Company may be entitled to at law or in equity. If any court of competent jurisdiction shall determine that any part or all of any provision of this Paragraph is unenforceable or invalid due to the scope of the activities restrained or the geographical extent of the restraints, or otherwise, the parties expressly intend, agree, and stipulate that under such circumstances, the provisions of this Paragraph shall be enforceable to the fullest extent and scope permitted by law. The parties also agree to be bound by any judicial modifications to these provisions that any court of competent jurisdiction may make to carry out the intent and purpose of this

Paragraph. This article is limited to the State of Nevada.

11. Non-assignability. This Agreement shall not be assignable by any Party without the prior written consent of the other Party.
12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of NEVADA.
13. Entire Agreement. This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties. The Parties have executed this Agreement on the date listed on the first page.

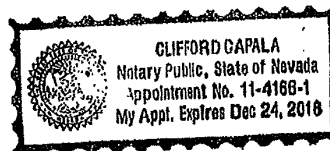
Max JOLY

BYDOO LLC
Jean-François, Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 24, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 24, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



ASSIGNMENT OF MEMBERSHIP INTERESTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Max JOLY, a married man (hereinafter referred to as "Assignor"), hereby assigns, setover and transfers to BYDOO LLC, a NEVADA limited liability company (hereinafter referred to as "Assignee"), effective as of the date hereof, all of Assignor's membership interests in LE MACARON LLC and its series, a NEVADA limited liability company (the "LLC"), being a fifty percent (50%) membership interest, leaving Assignor without an interest in said LLC, and Assignee hereby accepts such assignment, as provided under the LLC Membership Purchase Agreement dated September 29th 2015 between Assignor and Assignee (the "Agreement").

TO HAVE AND TO HOLD the same unto the Assignee, its respective successors and assigns forever; and Assignor does for itself, and its successors and assigns, covenant and agree with Assignee to specifically warrant and defend title to the said membership interests assigned hereby unto the Assignee, its successor and assigns, against any and all claims thereto by whomsoever made by or through the Assignor; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the title conveyed is good, its transfer is rightful; that no consent or approval by any other person or entity is required for the valid assignment by the Assignor to the Assignee of the membership interests referenced herein; and that the membership interests are, have been, and shall be delivered free and clear from any security interest or other lien or encumbrance; and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that there are no attachments, executions or other writs of process issued against the membership interests conveyed hereunder; that it has not filed any petition in bankruptcy nor has any petition in bankruptcy been filed against it; and that it has not been adjudicated a bankrupt; and Assignor does, for itself, and its successors, and assigns, warrant that it will execute any such further assurances of the foregoing warranties and representations as may be required.

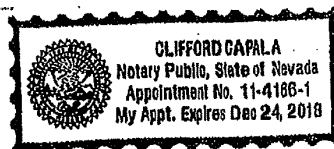
Max JOLY

BYDOO LLC
Jean-François, Manager

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

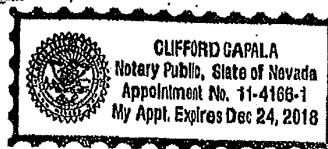
Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On day of Sept. 29, 2015 personally appeared before me, a Notary Public, personally known or proven to me to be the person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that he/she/they executed this instrument for the purposes therein contained.

Notary Public



AA000131

EXHIBIT “2”

Search Results Print

You searched under: **Ownership** for: **bydoo** with the document types of: **Ownership Documents** between: **1/1/1900** and **6/29/2017**

Records found: 20

Party Type	First Party Name	First/Other Party Name	Instrument	Document Type	Modifier	Record Date	Parcel	Remarks	Total Value
To	<u>BYDOO LLC</u>	RIGOLLET, JEAN FRANCOIS	201304120000553	DEED		4/12/2013 9:07:42 AM	178-20-311-033		0.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201307030003072	DEED		7/3/2013 2:02:12 PM	140-23-217-188		48900.0000
To	<u>BYDOO LLC</u>	HAIR MANAGEMENT LLC	201307030003074	DEED		7/3/2013 2:04:03 PM	140-23-217-099		48900.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201402240000019	DEED		2/24/2014 8:00:13 AM	179-17-611-062		69800.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201402240000011	DEED		2/24/2014 8:00:14 AM	139-19-612-032		84900.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201403140001293	DEED		3/14/2014 10:46:27 AM	140-30-519-021	FONT SMALLER THAN 10 POINT P2	60500.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201403170000015	DEED		3/17/2014 8:02:22 AM	140-22-316-061		59900.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201403170001193	DEED		3/17/2014 11:31:23 AM	140-30-515-023		65500.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201404240001902	DEED	CORRECTION	4/24/2014 3:09:52 PM	139-09-118-001		0.0000
To	<u>BYDOO LLC</u>	CARBOR LTD	201404240001904	DEED	CORRECTION	4/24/2014 3:09:52 PM	140-30-519-021		0.0000
From	<u>BYDOO LLC</u>	SAND VALLEY VEGAS LLC	201412050001243	DEED		12/5/2014 10:23:11 AM	140-23-217-099	NOTARY PAGE PG3	50000.0000
From	<u>BYDOO LLC</u>	K & M RENTALS INC	201501280003197	DEED			139-09-		74100.0000

Search Results - Print

You searched under: **Ownership** for: **tahican** with the document types of: **Ownership Documents** between: **1/1/1900** and **6/29/2017**

Records found: 16

Party Type	First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Page(s)	Remarks	Total Value
To	<u>TAHICAN LLC</u>	RIGOLLET, JEAN-FRANCOIS	201109150003450	DEED		9/15/2011 5:07:13 PM	162-20-613-747		498000.0000
To	<u>TAHICAN LLC</u>	RIGOLLET, JEAN-FRANCOIS	201109150003452	DEED		9/15/2011 5:07:13 PM	162-20-613-748		498000.0000
From	<u>TAHICAN LLC</u>	LAM, PETER H	201506290002079	DEED		6/29/2015 11:34:35 AM	162-20-613-748		290000.0000
From	<u>TAHICAN LLC</u>	GRESCHLER, JONATHAN	201512070003936	DEED		12/7/2015 3:39:47 PM	162-20-613-747		290000.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201601080002807	DEED	↔	1/8/2016 3:04:40 PM	140-22-316-061		59900.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201601080002826	DEED	↔	1/8/2016 3:08:12 PM	140-30-515-023		65500.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201601080002865	DEED	↔	1/8/2016 3:15:46 PM	140-23-217-188	MARGIN TEXT PG 2	48900.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201601120000605	DEED	↔	1/12/2016 8:05:13 AM	179-17-611-062		69800.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201601120001090	DEED	↔	1/12/2016 8:08:57 AM	140-30-519-021	FONT	60500.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201603160000349	DEED	↔	3/16/2016 8:39:38 AM	140-23-217-188	ORIG N/C	0.0000
To	<u>TAHICAN LLC</u>	BYDOO LLC	201605120000347	DEED	↔	5/12/2016 8:03:15 AM	178-20-		155000.0000

Refresh Print									
Party Type	First Party Name	2nd Gross Party Name	Instrument	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
From	<u>TAHICAN LLC</u>	PRESLEY, CHARLES	201609160000004	DEED	↔	9/16/2016 8:00:15 AM	311-033 140-30-519-021	TEXT INTO RIGHT MARGIN PAGE 1	58000.0000
From	<u>TAHICAN LLC</u>	ESQUIBEL, KAREN	201609200002550	DEED	↔	9/20/2016 3:05:55 PM	140-30-515-023		65000.0000
From	<u>TAHICAN LLC</u>	CAVALLUZZI, CAROL	201610070001410	DEED	↔	10/7/2016 1:59:26 PM	179-17-611-062	TEXT IN 1" MARGIN PGS 2-3	64000.0000
From	<u>TAHICAN LLC</u>	DOMINKO, ROK	201612190002815	DEED	↔	12/19/2016 1:58:38 PM	140-23-217-188	DATE IN MARGIN	45000.0000
From	<u>TAHICAN LLC</u>	BARGAIN, SELL EE	201702030000759	DEED	↔	2/3/2017 10:14:01 AM	140-22-316-061		82000.0000

EXHIBIT "2"

3

Inst #: 20170405-0002429
Fees: \$19.00
N/C Fee: \$0.00
04/05/2017 03:17:20 PM
Receipt #: 3050704
Requestor:
JENNINGS & FULTON LTD
Recorded By: CDE Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 178-20-311-033

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/owner.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

NOTICE OF PENDENCY OF ACTION AND LIS PENDENS

Document Title on cover page must appear EXACTLY as the first page of the document
to be recorded.

RECORDING REQUESTED BY:

Jared B. Jennings, Esq.

RETURN TO: Name Jennings & Fulton, Ltd.

Address 6465 West Sahara Ave., Suite 103

City/State/Zip Las Vegas, NV 89146

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name

Address

City/State/Zip

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly, do not use page scaling.

Using this cover page does not exclude the document from assessing a noncompliance fee.

P:\Common\Forms & Notices\Cover Page Template Feb2014

AA000137

JENNINGS & FULTON, LTD.
6465 W. Sahara Ave., Suite 103
Las Vegas, NV 89146
702.979.3565

NOLP

JENNINGS & FULTON, LTD.

JARED B. JENNINGS, Esq.

Nevada Bar No. 7762

Email: jjennings@jfnvlaw.com

ADAM R. FULTON, Esq.

Nevada Bar No. 11572

Email: afulton@jfnvlaw.com

6465 West Sahara Avenue, Suite 103

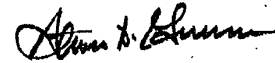
Las Vegas, Nevada 89146

Telephone (702) 979-3565

Facsimile (702) 362-2060

Attorneys for Plaintiff: Max Joly

Electronically Filed
04/04/2017 05:07:43 PM



CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

MAX JOLY, an individual

Plaintiff,

vs.

JEAN FRANCOIS RIGOLLET, an
individual; LE MACARON LLC, a Nevada
Limited Liability Company; BYDOO LLC,
a Nevada Limited Liability Company;
DOES 1-10; and ROE CORPORATIONS 1-
10,

Defendants.

Case No.: A-16-734832-C

Dept. No.: XXV

**NOTICE OF PENDENCY OF
ACTION AND LIS PENDENS**

NOTICE OF PENDENCY OF ACTION AND LIS PENDENS

NOTICE IS HEREBY GIVEN TO ANY AND ALL PERSONS AFFECTED HEREBY
that a complaint has been filed in the above-entitled matter by the foregoing Plaintiff Max Joly,
as against certain Defendants, including JEAN FRANCOIS RIGOLLET, an individual, LE
MACARON LLC, a Nevada Limited Liability Company, and BYDOO LLC, a Nevada Limited
Liability Company, raising claims to title in and to the following property and that said
Complaint thereby creates a constructive trust thereon and that said Plaintiff does hereby provide
Notice pursuant to Chapter 14 of the Nevada Revised Statutes to any and all persons claiming
any interest in the Subject Real Property of this pending action located in Clark County, Nevada,

AA000138

JENNINGS & FULTON, LTD.
6465 W. Sahara Ave., Suite 103
Las Vegas, NV 89146
702.382.3565

1 commonly known as 2003 SMOKETREE VILLAGE CIR , HENDERSON, NV 89012, also
2 described as APN# 178-20-311-033 and recorded in the Official Records of the Clark County,
3 Nevada, Office the Recorder as follows:

4 LOT TEN (10) IN BLOCK FOUR (4) OF PARCEL 31 (A PORTION OF
5 GREEN VALLEY RANCH - PHASE 2), AS SHOWN BY MAP THEREOF ON
6 FILE IN BLOCK 63 OF PLATS, PAGE 11, AND BY CERTIFICATE OF
7 AMENDMENT RECORDED OCTOBER 11, 1995 IN BOOK 951011 AS
8 DOCUMENT NO 01517, IN THE OFFICE OF THE COUNTY RECORDER OF
9 CLARK COUNTY, NEVADA. [hereinafter "Subject Property"].

10 Pursuant to NRS 14.010 notice is hereby provided that Plaintiff is seeking to assert his
11 rights to legal and equitable title in and to the Subject Property and to establish and declare
12 Plaintiff's rights in the Subject Property, as well as additional claims of general and specific
13 damages as alleged, attorney's fees and litigation costs, as well as any other form of relief which
14 the Court may deem to be appropriate due to one or more of Defendant's acts, errors,
15 conspiracies, and/or omissions, including the fact that said property is an asset of Judgment
16 Debtor so indebted to Claimant.

17 Dated: This 4th day of APRIL, 2017

JENNINGS & FULTON, LTD.

18 By: 
19 JARED B. JENNINGS, Esq.

Nevada Bar No. 7762

Email: jjennings@jfnvlaw.com

20 ADAM R. FULTON, Esq.

Nevada Bar No. 11572

Email: afulton@jfnvlaw.com

21 6465 West Sahara Avenue, Suite 103

22 Las Vegas, Nevada 89146

23 Telephone (702) 979-3565

24 Facsimile (702) 362-2060

25 Attorneys for Plaintiff: Max Joly

EXHIBIT "3"



JENNINGS & FULTON, LTD.
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LAS VEGAS, NEVADA 89146
TELEPHONE 702 979 3565 • FAX 702 362 2060

1 **DCRR**
2 Jared B. Jennings, Esq.
3 Nevada Bar No. 7762
4 E-mail: jjennings@ifnvlaw.com
5 Adam R. Fulton, Esq.
6 Nevada Bar No. 11572
7 E-mail: afulton@ifnvlaw.com
8 Tod R. Dubow, Esq.
9 Nevada Bar No. 7323
10 E-mail: tdubow@ifnvlaw.com
11 **JENNINGS & FULTON, LTD.**
12 2580 Sorrel Street
13 Las Vegas, Nevada 89146
14 Telephone: (702) 979-3565
15 Facsimile: (702) 362-2060

16 *Attorneys for Plaintiff/Counter-Defendant MAX JOLY*

17 **DISTRICT COURT**

18 **CLARK COUNTY, NEVADA**

19 MAX JOLY, an individual

CASE NO.: A-16-734832-C

20 Plaintiff,

DEPT. NO.: XXV

21 vs.

22 JEAN FRANCOIS RIGOLLET, an
23 individual; LE MACARON LLC, a Nevada
24 Limited Liability Company; BYDOO LLC,
25 a Nevada Limited Liability Company;
26 BORIS JAKUBCZACK, an individual;
27 TAHICAN, LLC, a Nevada Limited
28 Liability Company; DOES 1-10; and ROE
CORPORATIONS 1-10,

Defendants.

JEAN FRANCOIS RIGOLLET, an
individual; LE MACARON LLC, a Nevada
Limited Liability Company; BYDOO LLC,
a Nevada Limited Liability Company;
DOES 1-10; and ROE CORPORATIONS
1-10,

Counter-Claimant,

vs.

MAX JOLY, an individual,

Counter-Defendant.

JUL 31 2018

AA000141

DISCOVERY COMMISSIONER'S REPORT AND RECOMMENDATIONS

Hearing Date: June 12, 2018 — *Discovery Conference.*

Appearances: Adam R. Fulton, Esq. of the law firm JENNINGS & FULTON, LTD. appearing on behalf of Plaintiff. Defendants did not appear.

I.
FINDINGS

This matter having come on before the Discovery Commissioner for scheduling status. The Discovery Commissioner finds as follows:

1) Defendants LE MACARON LLC and BYDOO LLC did not appear and no counsel is representing the entities. Defendant JEAN FRANCOIS RIGOLLET is an individual who also did not appear.

2) The Commissioner finds that LE MACARON LLC and BYDOO LLC must have counsel of record and if they do not, the issue should be addressed with the District Court Judge. Defendant JEAN FRANCOIS RIGOLLET may represent himself in pro per.

3) An answer was filed on behalf of Defendants, but their counsel subsequently withdrew, and Defendants are not cooperating in the Case Conference Report procedure.

II.

RECOMMENDATION

IT IS HEREBY RECOMMENDED, as follows:

1) That Defendants LE MACARON LLC and BYDOO LLC be represented by counsel pursuant to EDCR 7.42.

2) That all three Defendants have up and until 8-13-18 to file a Case Conference Report or join in Plaintiff's Case Conference Report, otherwise

JENNINGS & FULTON, LTD.
2580 SORREL STREET
LAS VEGAS, NEVADA 89146
TELEPHONE 702 979 3565 • FAX 702 362 2060

1 sanctions will issue including but not limited to striking the pleadings.

2 3) That a scheduling Order be issued as follows: discovery cut-off of
3 2/7/19, adding parties, amended pleadings and initial expert disclosures due
4 11/9/18, rebuttal expert disclosures due 12/10/18, dispositive motion to be filed
5 3/11/19.
6

7 The Discovery Commissioner, having reviewed all pleadings and papers on
8 file herein and having heard oral arguments presented by counsel, hereby
9 submits the above recommendation.

10
11 DATED this 12 day of July 2018.

12 
13 **DISCOVERY COMMISSIONER**

14
15
16
17 Submitted by:
18 **JENNINGS & FULTON, LTD.**

19 
20 **JARED B. JENNINGS, ESQ.**

21 Nevada Bar No. 7762

22 E-mail: jjennings@jfnvlaw.com

23 **ADAM R. FULTON, ESQ.**

24 Nevada Bar No. 11572

25 E-mail: afulton@jfnvlaw.com

26 **TOD R. DUBOW, ESQ.**

27 Nevada Bar No. 7323

28 E-mail: tdubow@jfnvlaw.com

2580 Sorrel Street

Las Vegas, Nevada 89146

Telephone: (702) 979-3565

Facsimile: (702) 362-2060

Attorneys for Plaintiff/Counter-Defendant MAX JOLY

JENNINGS & FULTON, LTD.
2580 SORREL STREET
LAS VEGAS, NEVADA 89146
TELEPHONE 702.979.3565 • FAX 702.362.2060

NOTICE

Pursuant to NRCP 16.1(d)(2), you are hereby notified you have five (5) days from the date you receive this document within which to file written objections.

[Pursuant to EDCR 2.34(f) and objection must be filed and served no more than five (5) days after receipt of the Discovery Commissioner's Report. The Commissioner's Report is deemed received when signed and dated by a party, his attorney or his attorney's employee, or three (3) days after mailing to a party or his attorney, or three (3) days after the clerk of the court deposits a copy of the Report in a folder of a party's lawyer in the Clerk's office. **See EDCR 2.34(F)**]

A copy of the foregoing Discovery Commissioner's Report was:

Placed in the folder of Defendants' counsel in the clerk's office on _____.

Placed in the folder of Plaintiff's counsel in the clerk's office on _____.

Electronically served on counsel on July 17, 2018, Pursuant to N.E.F.C.R. Rule 9.

Mailed to Defendants' at the following address on July 17 2018.

JEAN FRANCOIS RIGOLLET
LE MACARON LLC
BYDOO LLC
2003 Smoketree Village Circle
Henderson, NV 89012

By: Notilil Le
Commissioner Designee

CASE NAME: *Max Joly v. Jean Francois Rigollet, et al.*
CASE NUMBER: A-16-734832-C

CASE NAME: *Max Joly v. Jean Francois Rigollet, et al.*
CASE NUMBER: A-16-734832-C

ORDER

The Court, having reviewed the above report and recommendations prepared by the Discovery Commissioner and,

The parties having waived the right to object thereto,

No timely objection having been received in the office of the Discovery Commissioner pursuant to EDCR 2.34(f),

Having received the objections thereto and the written arguments in support of said objections, and good cause appearing.

AND

IT IS HEREBY ORDERED the Discovery Commissioner's Report and Recommendations are affirmed and adopted..

IT IS HEREBY ORDERED the Discovery Commissioner's Report and Recommendations are affirmed and adopted as modified in the following manner. (attached hereto)

IT IS HEREBY ORDERED that a hearing on the Discovery Commissioner's Report is set for _____, 2018, at _____ a.m..

DATED: August 3, 2018.


DISTRICT COURT JUDGE

mk

EXHIBIT “9”

EXHIBIT “9”

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9/2/2018 2:06 PM
Steven D. Grierson
CLERK OF THE COURT



1 Jean Francois RIGOLLET
2 2003 Smoketree Village
3 HENDERSON
4 89012 - NEVADA
5 Telephone: (702) 985-1205
6 rigollet.jfseior@wanadoo.fr
7 PRO SE

8
9
10 **EIGHTH JUDICIAL DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**
12

13 MAX JOLY, an individual,
14
15 Plaintiff and Counter-Defendant,
16

17 v.

18 JEAN FRANCOIS RIGOLLET, an individual;
19 LE MACARON LLC, a Nevada Limited
20 Liability Company; BYDOO LLC, a Nevada
21 Limited Liability Company; DOES 1-10; and
22 ROE CORPORATIONS 1-10,
23

24 Defendants and Counter-Claimants.
25

Case No.: A-16-734832-C
Dept. No.: XXV

26
27 **REPLY TO OPPOSITION TO**
28 **MOTION TO EXPUNGE NOTICE**
OF LIS PENDENS

Date of hearing : September 11, 2018

Time of hearing : 9:00 a.m.

29
30
31 I, Defendant Jean Francois RIGOLLET, in proper person, submit this Reply to
32
33 Opposition to Motion to Expunge Notice of Lis Pendens recorded by Plaintiff.
34

35 **MEMORANDUM OF POINTS AND AUTHORITIES**
36

37 I reply to the opposition file by the opposing party and support my motion with the
38 facts, law and legal analysis below :

1 **1/ INTRODUCTION**

2
3 Based upon Plaintiff's inability to satisfy the statutory requirements of NRS
4 14.015 (2) and (3), this Court should issue an order cancelling Plaintiff's Notice of Lis
5 Pendens pursuant to NRS 14.015 (5).
6

7 **2/ STATEMENT OF FACTS**

8
9 Plaintiff filed Complaint on 10/7/2016, while Mr. Max JOLY sell to BYDOO LLC
10 his 50% share of the Le Macaron LLC (Exhibit A), and the price has not been paid. An
11 answer to first amended complaint and counterclaim filed on 12/7/2017.

12 In conjunction with filing its Complaint, Plaintiff filed a Notice of Lis Pendens on
13 4/4/2017 relative to the property 2003 Smoketree Village Circle – HENDERSON – NV –
14 89012. This property is owned by TAHICAN LLC, which is not part in this lawsuit.
15 Plaintiff recorded the Notice of Lis Pendens with the Clark County Recorder on 4/5/2017 as
16 Instrument No. 20170405-0002429. (Exhibit B)
17

18 The property at 2003 Smoketree Village Circle was acquired by Defendant Rigollet
19 in his personal capacity on March 31, 2011 (Exhibit C). The acquisition of the \$155,000
20 property was 100% funded by Defendants' personal funds in France, wired by Defendant
21 Rigollet to the title company on March 30, 2011 (Exhibit D), such funds having been wired
22 the previous month from Defendant's French bank account (Exhibit E).

23 According to Plaintiff's own statements, it is only in August 2013, i.e., 28 months
24 after Defendant Rigollet acquired the property at Smoketree that Plaintiff started make real
25 estate investments in the United States (Second Amended Complaint, at 17). March 2011 is
26 also 39 months prior to Defendant Rigollet and Plaintiff signing the operating agreement of
27 Le Macaron LLC, and 54 months prior to the LLC Membership Purchase Agreement that is
28 the subject matter of the lawsuit brought by Plaintiff.

1 By the time the Defendant Rigollet and Plaintiff signed the LLC Membership
2 Purchase Agreement, Defendant Rigollet had owned his house for over four years, a house
3 that he had acquired and funded with his own personal funds that he brought to the United
4 States directly from France. Not a penny of the Smoketree property has ever been funded
5 by funds connected in any way, shape or form to Plaintiff.

6 Plaintiff never had any ownership or other interest in the property.

7 Plaintiff also never had any ownership in any of the two Nevada limited liability
8 companies that owned the Smoketree property subsequently to Defendant Rigollet's
9 ownership (Bydoo LLC, which acquired the property from Mr. Rigollet on April 12, 2013
10 (Exhibit F) and Tahican LLC, which acquired the property from Bydoo, LLC on May 4,
11 2016 (Exhibit G).

12 **3/ ARGUMENT**

13
14
15 A lis pendens can only be supported by a claim that affects title to real property, or
16 a claim that affects possession of real property. See NRS 14.010(1). The purpose of a lis
17 pendens is to provide notice that there is pending litigation related to a property. See NRS
18 14.010(3).

19
20
21 In this case, the dispute concerns an assignment of shares in a company, but has
22 nothing to do with the property located at 2003 Smoketree Village in HENDERSON -
23 NEVADA.

24
25 Plaintiff admits that under NRS §14.015(2), a lis pendens is not valid unless either
26 the subject of the action is for the foreclosure of a mortgage upon the real property
27 described in the notice or affects the title or possession of the real property described in the
28 notice.

1 The underlying claims do not involve a foreclosure of a mortgage of the property.
2 These claims also do not affect the title or possession of the property. In fact, none of the
3 underlying claims have any connection with the Smoketree property.
4

5 Under Nevada law, it is fundamental to the recording of a lis pendens that the
6 action involve some legal interest in the challenged real property, such as title disputes or
7 lien foreclosures. See *In re Bradshaw*, 315 B.R. 875 (Bkrcty.D.Nev.2004). A lis pendens
8 may not be used to obtain a type of pre-judgment writ of attachment which can later be
9 used in the eventual collection of a judgment. *Levinson v. Eighth Judicial District Court in*
10 *and for the County of Clark*, 1109 Nev. 747, 857 P.2d 18, 20-21 (1993). In other words, if
11 a plaintiff merely has a suit for monetary damages against a defendant, the plaintiff cannot
12 record a lis pendens against that the defendant's real property to secure payment for any
13 judgment the plaintiff might eventually obtain. The Nevada Supreme Court has observed
14 that lis pendens are not appropriate instruments for use in promoting recoveries in actions
15 for personal or money judgments; rather, their office is to prevent the transfer or loss of
16 real property which is the subject of dispute in the action that provides the basis for the lis
17 pendens." *Levinson*, 857 P.2d at 20. Because the Smoketree property has no connection
18 whatsoever with the underlying claims, it is not, and may not conceivably in any way be,
19 the subject of the dispute in this action.
20
21
22

23 Furthermore, a plaintiff improperly filing a lis pendens against a defendant's real
24 property without the requisite legal basis, could end up subject to sanctions, usually in the
25 form of an award of attorney's fees to the defendant.
26
27
28

4/ CONCLUSION

Based up the foregoing Defendant requests that the Court grant this motion and issue an order cancelling Plaintiff's Notice of Dis Pends. A proposed order for the Court's consideration is attached to the pending motion.

Dated 31th August 2018

Respectfully submitted by;

/s/Jean François Rigollet

Jean Francois RIGOLLET

DocuSigned by:
Jean-François RIGOLLET
30B8A41757724F7

**2003 Smoketree Village
HENDERSON
89012 - NEVADA**

**Telephone: (702) 985-1205
rigollet.jfseior@wanadoo.fr**

DEFENDANT IN PROPER PERSON

CERTIFICATE OF MAILING

Pursuant to NRCJ' 5(b), I, Jean Francois RIGOLLET, certify that on this day I personally served a true and correct copy of the **REPLY TO OPPOSITION TO MOTION TO EXPUNGE OF LIS PENDENS** by:

☐ U.S. Mail

☐ Facsimile

☒ Electronic Service Pursuant to EDCR 7.26, EDCR 8.05, and EDCR 8.06

To the following:

Adam R. Fulton, Esq.
Jared Jennings, Esq.
Jennings & Fulton
6465 W. Sahara Ave., Suite 103
Las Vegas NV 89146 *Attorneys
for Plaintiff and counter-
defendant*

DATED this 31st day of August, 2018.

Disclosed by:

Jean-Francois R. Goulet

95010-717926-01

By: Jean Francois RIGOLLET
JEAN FRANCOIS
RIGOLLET
3003 Smokee Village
Circle
HENDERSON
NEVADA - 89012
Tel : 702-985-1203

EXHIBIT A

Electronically Filed
10/07/2016 01:22:24 PM

Adam R. Fulton
CLERK OF THE COURT

ACOM
JARED B. JENNINGS, ESQ.
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jjennings@jfbhlaw.com
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Telephone: (702) 979-3565
Facsimile: (702) 362-2060

Attorneys for Plaintiff, Max Joly

DISTRICT COURT CLARK COUNTY, NEVADA

MAX JOLY, an individual;

Plaintiff,

vs.

**JEAN FRANCOIS RIGOLLET, an
individual, LE MACARON LLC, a Nevada
Limited Liability Company; BYDOO LLC, a
Nevada Limited Liability Company; DOES
1-10, and ROB CORPORATIONS 1-10,**

Defendants.

Case No.: A-16-734872-C

Dept. No.: XXV

FIRST AMENDED COMPLAINT

**EXEMPT FROM ARBITRATION;
AMOUNT IN CONTROVERSY
EXCEEDS \$50,000.00 &
DECLARATORY RELIEF SOUGHT**

Plaintiff MAX JOLY (hereinafter "Plaintiff") by and through his attorneys of record, the law firm of Jennings & Fulton, LTD. hereby files this First Amended Complaint against Defendants JEAN FRANCOIS RIGOLLET, LE MACARON LLC, BYDOO LLC, DOES 1-10, and ROB CORPORATIONS 1-10 and allege as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is an individual whose principal residence is in Lausanne, Switzerland.
2. Defendant JEAN FRANCOIS RIGOLLET (hereinafter "Rigollet") is an individual whose principal residence is in Clark County, Nevada.

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6465 West Sahara Avenue, Suite 103
Las Vegas, NV 89146
Telephone: (702) 979-3565
Facsimile: (702) 362-2060

NOTICE OF
FILING
DATE: 05/01/2018
TIME: 10:00 AM
COURT: 10th Judicial District
CLERK: JESSICA L. HARRIS

3. Defendant LE MACARON, LLC (hereinafter "Le Macaron") is a limited liability corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.

4. Defendant BYDOO, LLC (hereinafter "Bydoo") is a limited liability corporation formed under the laws of the United States and the State of Nevada, and conducts business in Clark County, Nevada.

5. Plaintiff does not know the true names of the individuals, corporations, partnerships and entities sued and identified in fictitious names as DOES 1-10 and ROT CORPORATIONS 1-10. Plaintiff alleges that such Defendants assisted or participated in activities that resulted in damages suffered by Plaintiff as more fully discussed under the claims for relief set forth below. Plaintiff will request leave of this Honorable Court to amend this Complaint to show the true names and capacities of each such fictitious Defendant when Plaintiff discovers such information.

6. This Court has personal jurisdiction over all parties, as all parties involved are residents of Clark County, Nevada, own property in Clark County, Nevada, or conduct business in Clark County, Nevada. The Court has subject matter jurisdiction as Plaintiff is seeking declaratory relief and breach of contract seeking damages in excess of \$50,000.00.

7. Venue is proper because all events giving rise to Plaintiff's claims occurred in Clark County, Nevada.

GENERAL ALLEGATIONS

1. Background

8. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

9. At all times relevant the causes of action stated herein occurred in Clark County, Nevada.

10. Plaintiff and Rigollet, and their respective wives, first encountered each other in the early 2000's and eventually the couples became friends.

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 Las Vegas, NV 89102
 702.735.5555

1 Since that time Rigollet has used fraudulent means, described in greater detail
 2 below, to convince Plaintiff to agree to purchase an ownership interest in various joint ventures
 3 (including various residential properties and "Le Macaron" restaurant franchises located in Las
 4 Vegas, Nevada) and then later defraud Plaintiff of said ownership interests and Plaintiff's money
 5 through nefarious means.

6
 7 12. The following allegations of fraud are made for the purposes of satisfying the
 8 statutory requirement under N.R.C.P. 9(b) that a cause of action for fraud be pled "with
 9 particularity," as well as to support Plaintiff's allegation that Rigollet should be held personally
 10 accountable for the actions of Bvdaa under the doctrine of "piercing the corporate veil."

11 **II. Purchase Of Residential Investment Properties**

12 13. On or about December 31, 2012, Rigollet proposed to Plaintiff a real estate
 13 investment opportunity in real estate in Las Vegas which Rigollet assured Plaintiff would be
 14 profitable.

15 14. In April 2013, Rigollet convinced Plaintiff to take part in the aforementioned
 16 real estate investment and put Plaintiff in contact with Boris Jakubczak (hereinafter "Boris," a
 17 non-party to this litigation) who was to facilitate the investment transaction.

18 15. In July 2013, Plaintiff travelled to Las Vegas, Nevada and met with Rigollet and
 19 Boris wherein they visited several residential properties.

20 16. On or about August 2013, at the behest of Rigollet and Boris, Plaintiff agreed to
 21 contribute a grand total of \$753,665.85 towards the purchase of five (5) residential properties for
 22 investment purposes.

23 17. On or about August 8, 2013, Boris formed "NIPAMA LLC" for the purpose of
 24 serving as the holding company for Plaintiff's investment in these properties and for which
 25 Plaintiff and his spouse would serve as the lone shareholders.

26 18. Plaintiff desired to serve as managing member of NIPAMA, LLC. However, on
 27 or about July 2013, Rigollet and Boris met with Plaintiff in person in Las Vegas and falsely
 28 misrepresented to Plaintiff that under Nevada law, only a Nevada resident could serve as

manager of an LLC.

19. Based on this material and fraudulent misrepresentation, Plaintiff eventually consented to allowing Rigollet to serve as the manager of NIPAMA, LLC while foregoing any opportunity to serve in the same capacity, which gave him control over the NIPAMA LLC bank accounts.

20. On or about the end of August, the five (5) aforementioned properties were purchased and Rigollet became the manager of NIPAMA, LLC and was responsible for their management.

21. Rigollet moved to Las Vegas in September 2013.

III. Plaintiff And Defendants Enter Into A Franchise Partnership To Operate "Le Macaron" Franchises

22. In April 2014, through discussions between Plaintiff and Rigollet regarding Rigollet seeking to open a business to obtain an E-2 Investor Visa for Rigollet's son (who eventually obtained a Green Card through a lottery system), Plaintiff showed Rigollet an advertisement for "Le Macaron" franchises (a pastry shop that sells macarons and other pastry products) and the two discussed the possibility of opening one or more in Las Vegas.

23. The two travelled to Sarasota, Florida in May 2014 to meet with a franchisor and visit existing stores.

24. Rigollet suggested the two invest in the franchises as the investment would be \$150,000 for each store and as they were going to open two stores, they each would invest \$150,000 in the Venture, creating a 50% ownership interest for both Plaintiff and Rigollet in the Venture.

25. From April 2014 to August 2014, Rigollet represented on multiple occasions to Plaintiff that Rigollet would contribute the same amount of money as Plaintiff into the company as Plaintiff and Rigollet were 50/50 partners.

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600 W. South Street, Suite 200
Las Vegas, NV 89101
702.251.1000

26. On or about July 9, 2014 Plaintiff and Bydoo executed an operating agreement to establish and operate Le Macaron. The operating agreement created a franchise partnership between Plaintiff and Bydoo, with the aforementioned 50/50 split in ownership.

27. Rigollet tasked Boris to set up "Le Macaron, LLC" with the Nevada Secretary of State for purposes of operating the franchise.

28. Plaintiff lived in Switzerland at all times relevant to this litigation. Meanwhile, Rigollet (with the help of Boris), who was living in Las Vegas, assumed responsibility for the development of the venture, including eventual construction of the restaurants at issue.

29. Plaintiff relied throughout the venture on material representations made by Rigollet that Rigollet would manage this joint venture in a professional, profitable, and competent manner.

30. After establishing the franchise partnership, a search for possible locations for the restaurants was undertaken. Rigollet suggested the Galleria Mall as a possible site.

31. Based on this representation, Plaintiff agreed to the Galleria Mall site. On October 29, 2014 a lease agreement was signed for an anticipated opening date of December 10, 2014.

32. A site for the second franchise was later selected at the Venetian Hotel & Casino, with a lease agreement being signed on November 25, 2014. According to Rigollet, this second restaurant would open in approximately March 2015.

33. Plaintiff had reservations about whether the site was too expensive. However, Boris and Rigollet convinced him that it was the right location, in part by telling Plaintiff he simply "did not know Las Vegas."

34. To convince Plaintiff to agree to that particular location, Rigollet assured Plaintiff that "money [was] not a problem" and that he would advance Plaintiff's anticipated return on the business' investment for a period of 2-3 years.

35. About this same time, Rigollet informed Plaintiff that, without Plaintiff's consent or approval, he had switched the venture's bank account to Bank of America (the previous

1 account, established by Boris, had been with Chase Bank)

2 36. Curiously, Plaintiff was never given any access to this new account by Rigollet

3 Plaintiff would later learn it was against the financial interests of the venture to have
4 made this change. However, he was never given the opportunity to take part in the decision, thus
5 constituting evidence of fraud against him.

6 37. There were numerous unexplained delays in construction of the two Le Macaron
7 restaurants. Permits were not timely issued, and neither Rigollet nor Boris could explain
8 sufficiently the reasons why.

9 38. Plaintiff (who was still living in Switzerland at the time) repeatedly requested
10 updates from Rigollet and/or Boris about the reasons for the delay, but they could not provide a
11 sufficient answer.

12 39. During this time Plaintiff's wife was diagnosed with cancer. Surgeries were
13 performed in February 2015, March 2015, and a final surgery was performed in June 2015,
14 which resulted in an amputation. This left Plaintiff in greater need of money.

15 40. On April 6, 2015, Boris stated construction of the restaurants were suffering from
16 significant cost overruns and that he could do nothing to speed up the construction process
17 because of trade union regulations—a fact he has known from the beginning but did not disclose
18 to Plaintiff.

19 41. To assist with some of the costs to have the franchises at more prominent and
20 expensive locations, On May 26, 2015, the franchisor loaned the parties \$200,000.00.

21 42. These locations were more expensive than originally anticipated and during
22 construction and set up, Rigollet was continually contacting Plaintiff in high pressured
23 communications telling Plaintiff that he needed to contribute more money to save his investment
24 and that Rigollet was matching any additional cash infusions by Plaintiff as they were 50/50
25 partners so Plaintiff wired additional funds to Rigollet.

26 43. In order to assist in paying for cost overruns, Rigollet suggested Plaintiff agree to
27 the sale of one or more of the residential real properties identified earlier in this Complaint.

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 1000 N. Main Ave., Suite 100
 Los Angeles, CA 90012
 Tel: 213.681.1100

1 which Plaintiff was hesitant to do but which Rigollet pressured him into doing representing to
 2 Plaintiff that he had a buyer who was willing to pay cash for the properties at a fair market value.
 3 Rigollet falsely represented to Plaintiff that he would contribute the same amount of money to
 4 the venture that Plaintiff contributed if Plaintiff agreed to sell one of his properties. Plaintiff
 5 reluctantly approved the sale of one property and as Rigollet was the acting manager of
 6 NIPAMA, LLC, the entity which held Plaintiff's properties, Rigollet sold the property without
 7 showing Plaintiff any paperwork from the sale (purchase contract, settlement statement, etc.)
 8 even though Plaintiff asked to see it. Plaintiff suspects and believes that Rigollet would not
 9 show Plaintiff the paperwork as he financially benefited from this sale illegally while acting as
 10 a manager (fiduciary) to NIPAMA.

11 44. Plaintiff is informed and believes, and thereon alleges, that the aforementioned
 12 real estate was sold for less than market value not at "arm's length" to a interested party of
 13 Rigollet and Boris. Plaintiff is further informed and believes, and thereon alleges, that such is
 14 the direct result of fraud on the part of Rigollet and Boris designed to deprive him of his
 15 ownership interest in the properties while simultaneously benefiting Defendants in an unfair
 16 manner.

17 45. Through the sale of property and all the additional wires sent by Plaintiff to
 18 Rigollet as a result of the high pressure communications demanding more money to prevent
 19 Plaintiff from losing his investment, Plaintiff invested \$450,000 with Rigollet for Le Macaron,
 20 with the belief that Rigollet had invested the same, being 50/50 partners.

21 46. Plaintiff began to grow suspicious of Rigollet and the alleged need for money to
 22 cover alleged cost overruns. He was concerned Rydoo and/or Rigollet may not have contributed
 23 their \$450,000.00 share to the business venture. However, each time Plaintiff requested to see
 24 the financial records and books of the company, Rigollet made excuse as to why he couldn't
 25 provide them. As such, to this day Plaintiff has never seen his own business venture's financial
 26 records.

27 47. The Galleria location opened on or about August 15, 2015, significantly late and
 28

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 Los Angeles, CA 90046
 Tel: 310.345.1555

vastly over budget.

48. The Venetian location opened on or about September 20, 2015, also significantly late and vastly over budget.

49. At roughly the same time, Rigollet intentionally slandered Plaintiff to the franchisor, claiming Plaintiff had "abandoned" the venture, which was patently untrue.

50. The venture obtained a health department license prior to the opening of the two restaurants.

51. All parties were excited about the venture and believed they would be very lucrative, especially after the openings as the franchisor reported that it was the best recorded opening of any other Le Macaron franchise to date.

52. Then, on or about September 24, 2015, just after the openings, Rigollet met with Plaintiff in person and told Plaintiff that he no longer wished to work with him and that he wanted to buy him out. It was at this meeting that Rigollet made the following misrepresentations to Plaintiff: (1) that, pursuant to their agreement, Rigollet reaffirmed that he had invested the same amount of money into the venture that Plaintiff had; (2) Rigollet told Plaintiff that since Plaintiff didn't have enough money to buy out Rigollet's interest in Le Macaron, that Plaintiff had to accept Rigollet's offer to buy Plaintiff's interest out and that if he didn't agree, Rigollet would withdraw from the company and, since the health department required a Nevada resident for its health license, if Plaintiff were left as the sole owner and someone (and Rigollet pointed to himself) called the health department and reported it, the health department would shut the business down, effectively forcing Plaintiff into believing he had to sell his shares in the company to Rigollet or that the business would be shut down and Plaintiff would lose his investment; (4) Rigollet represented that he would provide an accounting to Plaintiff showing the value of the assets, the amount of liabilities, and the investments made into the company prior to issuing Plaintiff a buyout amount, which Rigollet never provided; (5) Rigollet told Plaintiff that he would buy out Plaintiff's interest using Bydoo, LLC, as Bydoo owned several valuable real estate properties that would effectively serve as "collateral" on the

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note Rigollet would give him for his interest in Le Macaron. (6) Rigollet told Plaintiff that the Note would be structured to aggressively make large payments to Plaintiff and that he would have it paid off in less than a year.

53. Plaintiff felt blindsided at this meeting as the parties were jovially socializing just the day before discussing how successful the venture would be, and Plaintiff believed that if he didn't sell his interest to Rigollet, Rigollet would withdraw his interest and report the business to the health department to shut it down and Plaintiff would lose everything.

54. Additionally, although Plaintiff felt that he was being pushed out intentionally, he believed that Rigollet had several valuable properties owned by Bydoo, LLC and that Rigollet would make all the payments on the Note to buy out Plaintiff's interest allowing Plaintiff to recover some of his investment.

55. From August 2013 to December 2015 Rigollet took money from NEPAMA, LLC, to pay for Rigollet's personal expenses on his own properties, which belonged solely to Plaintiff.

56. Under duress due to Rigollet's intentional false statement regarding the status of the health department license, knowing he could not relocate from Europe to oversee the stores, believing that Bydoo owned several valuable properties that far exceeded the amount of the buyout, and being essentially "fed up" with the lies and misrepresentations made by Rigollet (and Boris) during the construction process, especially by always making excuses as to why Plaintiff could not see the financial records and books, Plaintiff agreed to sell his share of the venture to Rigollet and Bydoo.

IV. Plaintiff Sells His Interest In The Venture To Bydoo (Rigollet).

57. On or about September 29, 2015, Defendants, in exchange for Plaintiff's ownership interest, executed a LLC Membership Purchase Agreement ("Agreement"), attached hereto as Exhibit "I," wherein the Defendants agreed to pay the Plaintiff the principal sum of \$360,000.00 in installment agreements over a period of 9 months.

58. The Agreement required payments to be made from the Defendants to the Plaintiff according to the payment schedule, which follows: \$100,000.00 to be paid no later than

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 100 N. State St., Ste. 100
 Hartford, CT 06103
 Tel: 860.524.1100
 Fax: 860.524.1101

October 31, 2015; \$50,000.00 to be paid no later than November 15, 2015; \$70,000.00 to be paid no later than February 28, 2016; and the remaining balance of \$140,000.00 to be paid no later than June 30, 2016.

59. Pursuant to the Agreement, Plaintiff assigned the ownership interest to the Defendants on September 29, 2015.

60. To date, Defendants have never made one single payment according to the Payment schedule.

61. Plaintiff is informed and believes, and hereon alleges, that Defendants never intended to make a payment according to the Agreement, nor did Defendants intend fulfill their end of the Agreement.

62. Plaintiff is informed and believes, and hereon alleges, that Defendants specifically intended to defraud Plaintiff of his ownership interest in all the manners identified and described above and that Plaintiff relied on the material misrepresentations of the Defendants in entering into the aforementioned Agreement which resulted in damages to the Plaintiff.

63. Plaintiff has tried to contact the Defendants numerous times but Defendants have not responded to Plaintiff.

64. Defendants are in breach of the Agreement because the Defendants have not made one single payment according to the payment schedule in the Agreement, and have not paid the entire purchase price of \$360,000.00.

65. Defendants have committed numerous fraudulent acts throughout the course of this transaction, which are described with particularity in the paragraphs above as required by N.R.C.P. 9(b), which resulted in the unfair deprivation of Plaintiff's ownership in both the Le Macaron business venture as well as one or more of the real properties identified above, which were sold to pay for costs related to the business venture.

66. Plaintiff seeks resolution of his claims once and for all by a court of competent jurisdiction.

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505 W. LEXINGTON AVE, SUITE 200
LOS ANGELES, CA 90024
(310) 201-1000

67. Plaintiff has sustained damages in excess of \$10,000.00 as a result of Defendants failure to abide by the terms of the Agreement.

68. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs.

FIRST CLAIM FOR RELIEF

Breach of Contract (Against All Defendants)

69. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

70. Plaintiff and Defendant entered into a valid and existing contract (the Agreement) wherein the Defendant agreed to pay the Plaintiff as set forth herein.

71. Defendants breached the contract by failing to pay any of the scheduled payments owed to the Plaintiff.

72. Plaintiff has performed all conditions, covenants, and promises required by Plaintiff pursuant to the aforementioned Agreement by transferring his ownership interest to the Defendants.

73. As a direct and proximate consequence of the foregoing, Plaintiff has suffered damages in excess of \$10,000.00.

74. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

SECOND CLAIM FOR RELIEF

Declaratory Relief (Against All Defendants)

75. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

76. A dispute has arisen and actual controversy now exists between Plaintiff and Defendants, including DOES 1-10 and ROE CORPORATIONS 1-10, and each of them, as to their rights and liabilities with respect to the Agreement, including the rights Plaintiff is claiming pursuant to the Agreement. Plaintiff claims a right to Defendants' personal property. Defendants

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1001 N. DEAN AVE., SUITE 400
LAS VEGAS, NV 89104
(702) 441-1111

1 dispute Plaintiff's claim. Therefore, an actual controversy exists relative to the legal duties and
2 rights of the respective parties, which Plaintiff requests the Court to resolve.

3
4 77. All of the rights and obligations of the parties arose out of one series of events or
5 happenings, all of which can be sealed and determined in a judgment in this one action. Plaintiff
6 alleges that an actual controversy exists between the parties under the circumstances alleged. A
7 declaration of rights, responsibilities and obligations of the parties is essential to determine their
8 respective obligations in connection with the Agreement. Plaintiff has not a true and speedy
9 remedy at law of any kind.

10 78. Plaintiff has been forced to hire an attorney to prosecute this action and therefore
11 seeks recovery of his attorneys' fees and court costs pursuant to the law.

12 TIDRO CLAIM FOR RELIEF

13 Contractual Breach of the Covenant of Good Faith and Fair Dealings (Against All 14 Defendants)

15 79. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
16 set forth herein.

17 80. Plaintiff and Defendants entered into a valid contract whereby Defendants
18 promised to pay the Plaintiff pursuant to the terms of the Agreement.

19 81. Every contract possesses an implied and expressed covenant that the parties to the
20 Agreement would act in good faith and deal fairly with the parties to the Agreement.

21 82. Plaintiff performed all conditions pursuant to the Agreement and transferred
22 Plaintiff's ownership interest to Defendants monies at the time of contract formation and all
23 other conditions, covenants and promises pursuant in the aforementioned Agreement with the
24 Defendants.

25 83. Defendants breached the duty owed the Plaintiff when the Defendants in violation
26 of the covenants and conditions stated in the Agreement, failed to perform pursuant to the
27 Agreement by not paying the Plaintiff when their performance became due and owing.
28

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 4000 W. Flamingo Ave., Suite 100
 Las Vegas, NV 89103
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 Fax: 702.735.1101

84. As a direct result of the Defendant's breach of the written agreement, the Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of \$10,000.00.

85. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

FOURTH CLAIM FOR RELIEF

Unjust Enrichment (Against All Defendants)

86. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

87. Plaintiff alleges that the Defendant has been unjustly enriched, because Defendants enjoy a 100% ownership interest in Defendant LE MACARON, LLC without paying for 50% of that interest. Plaintiff's ownership interests were transferred to the Defendants and the Defendants' intentional or negligent breach of the Agreement has caused financial harm to the Plaintiff.

88. As a direct result of the Defendants' breach of the written contract resulting in the Defendants being unjustly enriched, the Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of \$10,000.00.

89. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

FIFTH CLAIM FOR RELIEF

Fraudulent Misrepresentation (Against All Defendants)

90. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

91. Prior to the transfer of Plaintiff's ownership interest, Defendants made fraudulent representations to Plaintiff regarding Defendant Rigollet's and consequently Bydoo's investment in the venture, threats of withdrawal and cancellation of the health license, an accounting, and that Bydoo's buyout of Plaintiff's shares would be secured by the substantial

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assets of Hydon until the note was paid off. As alleged above, Defendants made further misrepresentations regarding the creation of the entity and control of the same for the properties that Plaintiff purchased. Further, Defendants made misrepresentations regarding the sale of Plaintiff's property and made misrepresentations regarding Plaintiff's bank accounts.

92. Defendants knew that the foregoing misrepresentations were false and intended to induce Plaintiff to act on the misrepresentation.

93. Plaintiff would not have transferred over his 50% ownership interest in Le Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defendant's fraudulent representations to sell his interest in Le Macaron.

94. As a direct and proximate result of Defendant's acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event in excess of \$10,000.00, plus prejudgment interest.

95. Defendants acted willfully and maliciously, and with oppression, fraud, and malice, and as a result of Defendant's wrongful conduct, Plaintiff is entitled to an award of exemplary or punitive damages in an amount greater than \$10,000.00.

96. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

SIXTH CLAIM FOR RELIEF

Piercing the Corporate Veil (Against Rigollet)

97. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

98. Rigollet is the sole manager and owner of Le Macaron and Hydon.

99. There is such unity of interest and ownership between Le Macaron/Hydon and Rigollet that they are inseparable from each other.

100. Rigollet set up and established these entities with the intent to shield himself from personal liability from his own personal business ventures as an individual with the intent to further his fraud upon the Plaintiff.

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2001 W. Adams Ave., Suite 200
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101. Rigollet represented to Plaintiff that he was going to buy Plaintiff's interest in Le Macaron using Bydoo as Bydoo had substantial assets to secure the note until it was paid off.

102. Rigollet misused the protections of a limited liability company by self-dealing such as, commingling funds, funneling money to himself through these entities for his own personal gain as if these entities were merely hollow shells with no real assets or investors.

103. All of the profits derived through Le Macaron and Bydoo flow directly to Rigollet; therefore both entities are merely the alter egos to the Rigollet.

104. Adherence to the corporate fiction of a separate entity would promote a manifest injustice or fraud against Plaintiff because Plaintiff never received any consideration in exchange for his ownership interest.

105. As a natural and proximate result of Rigollet using the above stated Defendant entities as direct result of Rigollet's breaches of written agreements and fraudulent activities, Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of \$10,000.00.

106. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

WHEREFORE, Plaintiff prays as follows:

1. For a declaration of rights and obligations between Plaintiff and Defendants;
2. For judgment against Defendants for damages in an amount in excess of \$10,000.00, together with interest thereon until entry of judgment;
3. For entry of an order compelling Defendants to pay Plaintiff's costs and attorneys' fees;
4. Consequential and incidental damages according to proof at trial; and

///
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///

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6465 W. Sahara Ave., Suite 103
Las Vegas, NV 89146
702.763.3665

5. For such other and further relief as the Court may deem just and proper.

Dated: This 7th day of October, 2016.

By: 
JARED B. JENNINGS, ESQ.
Nevada Bar No. 7762
jjennings@jfnvlaw.com
ADAM R. FULTON, ESQ.
Nevada Bar No. 11572
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6465 West Sahara Avenue, Suite 103
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Telephone (702) 979-3565
Facsimile (702) 362-2060
Attorneys for Plaintiff Max Joly

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1000 W. Sahara Ave., Suite 100
Las Vegas, NV 89106
702.384.5965

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b) and EDCR 7.26, I hereby certify that on the 7th day of October, 2016, I served a true and correct copy of the foregoing Plaintiff's **FIRST AMENDED COMPLAINT** by direct email through the Court's electronic filing system, to the persons and address listed below:

Nadin J. Cutter, Esq.
George E. Robinson, Esq.
CUTTER LAW FIRM, CHTD.
6787 West Tropicana, Suite 268
Las Vegas, Nevada 89103
Telephone: (702) 800-6525
Facsimile: (702) 800-6527
Cutter@CutterLegal.com

Counsel for Defendants

/s/ Vicki Bierstedt

Employee of the Law Firm of Jennings &
Fulton, Ltd.

EXHIBIT B

Inst #: 20170405-0002429
Fees: \$19.00
N/C Fee: \$0.00
04/05/2017 03:17:20 PM
Receipt #: 3050704
Requestor:
JENNINGS & FULTON LTD
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CLARK COUNTY RECORDER

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APN# 178-20-311-033

(11 digit Assessor's Parcel Number may be obtained at:
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Jared B. Jennings, Esq.

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MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

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1 NOLF
2 JENNINGS & FULTON, LTD.
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4 Nevada Bar No. 7762
5 Email: jjennings@jnfylaw.com
6 ADAM R. FULTON, Esq.
7 Nevada Bar No. 11572
8 Email: afulton@jnfylaw.com
9 6465 West Sahara Avenue, Suite 103
10 Las Vegas, Nevada 89146
11 Telephone (702) 979-3565
12 Facsimile (702) 962-2060
13 Attorneys for Plaintiff: Max Joly

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CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

12 MAX JOLY, an individual
13 Plaintiff,
14 vs.

Case No.: A-16-734832-C
Dept. No.: XXV

15 JEAN FRANCOIS RIGOLLET, an
16 individual; LE MACARON LLC, a Nevada
17 Limited Liability Company; BYDOO LLC,
18 a Nevada Limited Liability Company;
19 DORS 1-10; and RQE CORPORATIONS 1-
20 10,
21 Defendants.

**NOTICE OF PENDENCY OF
ACTION AND LIS PENDENS**

NOTICE OF PENDENCY OF ACTION AND LIS PENDENS

22 NOTICE IS HEREBY GIVEN TO ANY AND ALL PERSONS AFFECTED HEREBY
23 that a complaint has been filed in the above-entitled matter by the foregoing Plaintiff Max Joly,
24 as against certain Defendants, including JEAN FRANCOIS RIGOLLET, an individual, LE
25 MACARON LLC, a Nevada Limited Liability Company, and BYDOO LLC, a Nevada Limited
26 Liability Company, relating claims to title in and to the following property and that said
27 Complaint thereby creates a constructive trust thereon and that said Plaintiff does hereby provide
28 notice pursuant to Chapter 14 of the Nevada Revised Statutes to any and all persons claiming
any interest in the Subject Real Property of this pending action located in Clark County, Nevada.

JENNINGS & FULTON, LTD.
10111 W. Sahara Ave., Suite 103
Las Vegas, NV 89146
702.979.3565

JENNINGS & FULTON, LTD.
Attorneys at Law, Suite 103
6465 West Sahara Avenue, Las Vegas, NV 89146
(702) 735-2060

commonly known as 2003 SMOKEFREE VILLAGE CIR., HENDERSON, NV 89012, also described as APN# 178-20-311-035 and recorded in the Official Records of the Clark County, Nevada, Office the Recorder as follows:

LOT 178 (10) IN BLOCK FOUR (4) OF PARCEL 31 (A PORTION OF GREEN VALLEY RANCH - PHASE 2), AS SHOWN BY MAP THEREOF ON FILE IN BLOCK 63 OF PLATS, PAGE 11, AND BY CERTIFICATE OF AMENDMENT RECORDED OCTOBER 11, 1995 IN BOOK 951011 AS DOCUMENT NO 81517, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, [hereinafter "Subject Property"].

Pursuant to NRS 14.010 notice is hereby provided that Plaintiff is seeking to assert his rights to legal and equitable title in and to the Subject Property and to establish and declare Plaintiff's rights in the Subject Property, as well as additional claims of general and specific damages as alleged, attorney's fees and litigation costs, as well as any other form of relief which the Court may deem to be appropriate due to one or more of Defendant's acts, errors, conspiracies, and/or omissions, including the fact that said property is an Asset of Judgment Debtor so indebted to Claimant.

Dated: This 4th day of April, 2017

JENNINGS & FULTON, LTD.

By: 
JARED B. JENNINGS, Esq.
Nevada Bar No. 7762
Email: jennings@jfvlaw.com
ADAM R. FULTON, Esq.
Nevada Bar No. 11572
Email: afulton@jfvlaw.com
6465 West Sahara Avenue, Suite 103
Las Vegas, Nevada 89146
Telephone (702) 979-3565
Facsimile (702) 362-2060
Attorneys for Plaintiff. Mark Joly

EXHIBIT C

4

Inst #: 201103310005171

Fees: \$15.00 N/C Fee: \$0.00

RPTT: \$790.50 Ex: #

03/31/2011 04:42:30 PM

Receipt #: 726193

Requestor:

STEWART TITLE OF NEVADA

Recorded By: D/O Pgs: 4

DERBIE CONWAY

CLARK COUNTY RECORDER

A.P.N.# 178-20-311-033
 R.P.T.T. \$790.50
 Escrow No. 1035117FNMA- BG
 Recording Requested By:
 Stewart Title of Nevada
 Mail Tax Statements To: Same as below
 When Recorded Mail To:
 Jean-Francois Rigollet
 81 E Agate Ave #409
 Las Vegas, NV 89123

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Fannie Mae A/K/A Federal National Mortgage Association Organized and Existing under the laws of the United States of America, for valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant, Bargain Sell and Convey to

Jean-Francois Rigollet, a single woman

, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for complete legal description

SUBJECT TO:

1. Taxes for fiscal year; 2010-2011
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.

DEED RESTRICTION:

GRANTEE HEREIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY TO A BONAFIDE PURCHASER FOR VALUE FOR A SALES PRICE OF GREATER THAN \$ 186,000.00 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THIS DEED. GRANTEE SHALL ALSO BE PROHIBITED FROM ENCUMBERING SUBJECT PROPERTY WITH A SECURITY INTEREST IN THE PRINCIPAL AMOUNT OF GREATER THAN \$ 186,000.00 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

AA000173

Dated: 2/21/11

Fannie Mae A/K/A Federal National Mortgage Association Organized and Existing under the laws of the United States of America

BY: Stewart Title Company Authorized Agent

BY: 
L.J. Jones, Assistant Secretary

State of Nevada

}
} ss.
}

County of Clark

This instrument was acknowledged before me on 2/21/11

By: L.J. Jones

Signature:


Notary Public

**Exhibit A
LEGAL DESCRIPTION**

File Number: 1035117FNMA- BG

Lot Ten (10) in Block Four (4) of **Parcel 31 (A Portion Of Green Valley Ranch-Phase 2)**, as shown by map thereof on file in Book 63 of Plats, Page 11, and by Certificate of Amendment recorded October 11, 1995 in Book 951011 as Document No. 01517, in the Office of the County Recorder of Clark County, Nevada.

(One inch Margin on all sides of Document for Recorder's Use Only)

Page 3 of 3

AA000175

**STATE OF NEVADA
DECLARATION OF VALUE**
1. Assessor Parcel Number(s)

a) 178-20-311-023
b) _____
c) _____
d) _____

FOR RECORDER'S OPTIONAL USE ONLY

Document/Instrument No. _____
Book _____ Page _____
Date of Recording _____
Notes: _____

2. Type of Property

a) ☐ Vacant Land b) ☒ Single Family Residence
c) ☐ Condo/Townhouse d) ☐ 2-4 Plex
e) ☐ Apartment Bldg. f) ☐ Commercial/Industrial
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other _____

3. a. Total Value/Sales Price of Property

\$ 155,000.00

b. Debt in Lieu of Foreclosure Only (Value of Property)
c. Transfer Tax Value

\$ 155,000.00

d. REAL PROPERTY TRANSFER TAX DUE:

\$ 770.50

4. If Exemption Claimed:

Transfer Tax Exemption, per NRS 375.090.

a. Section:
b. Explain Reason for Exemption
5. Partial Interest: Percentage being transferred, 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110 that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature:


Fannie Mae N/A FNMA

Capacity:

Seller

Signature:

Capacity:

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

Print Name: Fannie Mae N/A FNMA
Address: 14221 Dallas Pkwy, #1000
City/State/Zip: Dallas, TX 75254

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

Print Name: Jean Francois Rigollet
Address: 91 E Agate Ave #409
City/State/Zip: Las Vegas, NV 89123

COMPANY/PERSON REQUESTING RECORDING (required if not the Seller or Buyer)

Company Name: Stewart Title of Nevada

Escrow No: 1035117-FNMA-RG

Address: 376 E. Warm Springs Road, Suite 190

City: Las Vegas

State: NV

Zip: 89119

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

AA000176

Wells Fargo Money Market Savings SM

Account number: **9501255393** ■ March 1, 2011 - March 31, 2011 ■ Page 1 of 4

EXHIBIT D



JEAN-FRANCOIS RIGOLLET
JACQUELINE M RIGOLLET
2600 W HARMON AVE # 28034
LAS VEGAS NV 89109-4538

Questions?

Available by phone 24 hours a day, 7 days a week:

1-800-TO-WELLS (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932 TTY: 1-888-355-6052

華語 1-800-288-2288 (8 am to 7 pm PT, M-F)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (825)
P.O. Box 6995
Portland, OR 97228-6995

You and Wells Fargo

With the Wells Fargo vSafe online storage service, you can keep digital copies of your most important records secure and readily available. Store copies of documents such as birth certificates, insurance policies, passports and wills. Take a tour at wellsfargo.com/vsafe.



IMPORTANT ACCOUNT INFORMATION

Please see an important message on the last page of your statement that describes how Wells Fargo posts transactions to your account.

Important Wells Fargo ExpressSend Service Information

We would like to inform you about several recent changes to your Wells Fargo ExpressSend agreement(s) Terms and Conditions Section 10:

Effective immediately

- The maximum aggregate daily transfer limit for account and cash-based service agreements to all remittance network members in Mexico, El Salvador, Guatemala, Honduras, and Argentina is now \$1,500 US dollars per day. The daily transfer limit for FAMSA in Mexico will continue at the Mexican peso equivalent for \$1,000 US dollars per day.
- The maximum combined total daily amount that can be sent from all account and cash-based service agreements to all countries is now \$5,000 US dollars per day.
- The maximum combined total amount that can be sent during any rolling 30-day period from all account and cash-based service agreements is now \$12,500 US dollars.

If you have any questions please call 1-800-556-0605. Thank you for using the ExpressSend service when sending money home.



With you when you're planning for retirement

Let one of the nation's largest IRA and annuity providers determine if your retirement is on track to meet your goals. To learn more, talk with us, call 1-877-864-7380 or visit wellsfargo.com today.

Activity summary

Beginning balance on 3/1	1,165,511.87
IRS distributions	100,000.00
Withdrawal subscriptions	66,811.87
Ending balance on 3/31	997,147.79

Account Number: 9501255393

JEAN-FRANCOIS RIGOLLET
JACQUELINE M RIGOLLET

Wells Fargo account terms and conditions apply.

For Direct Deposit to this Wells Fargo® checking account, please use routing number 011000123.

Interest summary

Interest paid this statement period	410.84
Average account balance	1,165,090.88
Annual percentage yield (APY)	2.15%
Interest earned this statement period	110.27
Interest paid this year	888.90
Total interest paid to date	\$1,000.00

Interest withheld

Interest withheld this period	100.00
Interest withheld this year	800.00
Tax to be paid with future payments	\$100.00

Transaction history

Date	Description	Deposits/ Transactions	Withdrawals/ Subscriptions	Ending Daily Balance
3/1	✓ Online Transfer Ref #160414732 to Complete Withdrawal Request on 3/3/2011		100,000.00	1,065,511.87
3/1	✓ Refunding Transfer Ref #09888888 to Complete Withdrawal Request on 3/3/2011	75,000.00		990,511.87
3/1	✓ Deposit made in A Branch/ATM	75,000.00		1,065,511.87
3/1	✓ Transfer Ref #09888888 to Public Retirement Plan on 3/3/2011		100,000.00	965,511.87
3/1	✓ Online Transfer Ref #160414732 to Complete Withdrawal Request on 3/3/2011		100,000.00	865,511.87
3/1	✓ Withdrawal Request Ref #160414732 to Complete Withdrawal Request on 3/3/2011		100,000.00	765,511.87
3/1	✓ Interest Payment	100.84		765,612.71
3/1	✓ Federal Tax Withheld		100.00	665,612.71
	Ending balance on 3/31			665,612.71
Totals		225,000.00	300,000.00	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient funds, the funds taken in a transaction posted, less any fees, may have been assessed.

- Indicates transactions that could exceed Federal Reserve Board Regulation D limits. Please refer to your Account Agreement for complete details of the federally established transaction limits for savings products.

Wells Fargo Money Market Savings SMAccount number: **9501255393** ■ February 1, 2011 - February 28, 2011 ■ Page 1 of 3**WELLS
FARGO**

EXHIBIT E

JEAN-FRANCOIS RIGOLLET
JACQUELINE M RIGOLLET
2600 W HARMON AVE # 28034
LAS VEGAS NV 89109-4538

Questions?*Available by phone 24 hours a day, 7 days a week:***1-800-TO-WELLS** (1-800-869-3557)

TTY: 1-800-877-4833

En español: 1-877-727-2932 TTY: 1-888-355-6052

華語 1-800-288-2288 (8 am to 7 pm PT, M-F)

Online: wells Fargo.com*Write:* Wells Fargo Bank, N.A. (825)
P.O. Box 6995
Portland, OR 97228-6995**You and Wells Fargo**

At Wells Fargo, we are committed to doing what's right for our customers based on their changing needs. That's why we periodically meet with our customers to ensure they have the right accounts and services for their financial needs. Visit a banker today and request a financial review.

**With you when you want help balancing spending with saving**

With a *Wells Fargo Cash Back*SM Credit Card, you can automatically apply your cash back earnings toward an eligible Wells Fargo checking, savings, personal loan, or home equity account. To learn more, call 1-800-WFB-OPEN, talk with us, or visit wells Fargo.com today.

Activity summary

Beginning balance on 2/1	\$475.35
Deposits/Additions	168,093.70
Withdrawals/Subtractions	- 5.23
Ending balance on 2/28	\$168,563.82

Account number: **9501255393****JEAN-FRANCOIS RIGOLLET
JACQUELINE M RIGOLLET***Nevada account terms and conditions apply*For Direct Deposit and Automatic Payments use
Routing Number (RTN): 321270742

Account number: **9501255393** ■ February 1, 2011 - February 28, 2011 ■ Page 2 of 3**WELLS
FARGO****Interest summary**

Interest paid this statement	\$18.70
Average collected balance	\$162,512.85
Annual percentage yield earned	0.15%
Interest earned this statement period	\$18.70
Interest paid this year	\$18.76
Total interest paid in 2010	\$0.35

Interest withheld

Interest withheld this period	\$5.23
Interest withheld this year	\$5.24
Total interest withheld in 2010	\$0.05

Transaction history

<i>Date</i>	<i>Description</i>	<i>Deposits/ Additions</i>	<i>Withdrawals/ Subtractions</i>	<i>Ending daily balance</i>
2/2	Jean-Francois Rigollet Srf# US01033Ku0701706 Trm#110202016039 Rfb# Zd81033Zu0943340	168,000.00		168,475.35
2/15	Recurring Transfer Ref #Ope2B2Jkcx From Complete Advantage(Rm) xxxxxx5157	75.00		168,550.35
2/28	Interest Payment	18.70		
2/28	Federal Tax Withheld		5.23	168,563.82
Ending balance on 2/28				168,563.82
Totals		\$168,093.70	\$5.23	

The Ending Daily Balance does not reflect any pending withdrawals or holds on deposited funds that may have been outstanding on your account when your transactions posted. If you had insufficient available funds when a transaction posted, fees may have been assessed.

Read the latest updates about the integration efforts under way between Wells Fargo and Wachovia. Visit wellsfargo.com/wachovia/news.

AA000180

EXHIBIT F

(4) 1

Mail tax to and when recorded mail to:
BYDOO LLC
7145 S. Durango Dr # B107-167
Las Vegas, NV, 89113

APN: 178-20-311-033
R.P.T.T.: \$0.00

Inst #: 201304120000553
Fees: \$19.00 N/C Fee: \$0.00
RPTT: \$0.00 Ex: #009
04/12/2013 09:07:42 AM
Receipt #: 1571958
Requestor:
MATHIEU SERRE LLC
Recorded By: AMI Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

-----Above This Line Reserved For Global Use Only-----

QUITCLAIM DEED

For good and valuable consideration, the receipt of which is hereby acknowledged,

Jean Francois Rigollet & Jacqueline Rigollet do hereby quitclaim to:

BYDOO LLC, a series LLC registered in the state of Nevada (Grantor's address: 7145 S Durango Dr Ste B107-167, Las Vegas, NV, 89113) the following described real property in the State of Nevada, County of Clark:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

Commonly known as: 2003 SMOKETREE VILLAGE CIR LAS VEGAS, NEVADA 89012

Subject To:

1. Taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights of Way and Easements now of record.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

AA000181

Exhibit A
LEGAL DESCRIPTION

File Number: 1035117FNMA- BG

Lot Ten (10) in Block Four (4) of **Parcel 31 (A Portion Of Green Valley Ranch-Phase 2)**, as shown by map thereof on file in Book 63 of Plats, Page 11, and by Certificate of Amendment recorded October 11, 1995 in Book 951011 as Document No. 01517, in the Office of the County Recorder of Clark County, Nevada.

ASSESSOR'S COPY

Together with all and singular the tenements, hereditaments and appurtenances thereunto
belonging or in anywise appertaining.

WITNESS Grantor(s) hand(s) this the 16th day of March, 2011.

Grantor
Jean-Francois Rigollet

Grantor
Jacqueline Rigollet

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on 3/16/2011 (date)
by Jean-Francois Rigollet & Jacqueline Rigollet (name(s) of person(s)).

Notary Public



(Seal)

Printed Name: JESSICA SERRE

My Commission Expires:

10/1/2012

STATE OF NEVADA DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a. 138 212 311 033
b. _____
c. _____
d. _____

2. Type of Property:

a. ☐ Vacant Land b. ☒ Single Fam. Res.
c. ☐ Condo/Townhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg i. ☐ Comm'l/Ind'l
f. ☐ Agricultural h. ☐ Mobile Home
g. ☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. a. Total Value/Sales Price of Property

\$ 155,000.00

b. Deed in Lieu of Foreclosure Only (value of property)

(_____)

c. Transfer Tax Value

\$ 0.00

d. Real Property Transfer Tax Due

\$ 0.00

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 09

b. Explain Reason for Exemption: TRANSFER TO A BUSINESS ENTITY OF WHICH GRANTOR IS 100% OWNER

5. Partial Interest: Percentage being transferred: 100.00 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.040 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____

Mathieu Serre

Capacity Grantor

Signature _____

Mathieu Serre

Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: MATHIEU SERRE LLC
Address: 7345 S DURANGO DR #107-167
City: LAS VEGAS
State: NV Zip: 89113

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: 89113 LLC
Address: 7345 S DURANGO DR #107-167
City: LAS VEGAS
State: NV Zip: 89113

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: MATHIEU SERRE LLC
Address: 7345 S DURANGO DR #107-167
City: LAS VEGAS

Escrow #: N/A
State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT G

APN: 178-20-311-033

AMT R.P.T.T: \$765.00

**WHEN RECORDED MAIL AND
MAIL TAX STATEMENT TO:
TAHICAN LLC
2003 Smoketree Village Cr
HENDERSON, NV, 89012**

Inst #: 20160512-0000347

Fees: \$19.00 N/C Fee: \$0.00

RPTT: \$790.60 Ex: #

05/12/2016 08:03:16 AM

Receipt #: 2761733

Requestor:

JAKUBCZAK GROUP LLC

Recorded By: MAYSM Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

QUIT CLAIM DEED

By this instrument dated 05/04/2016 for a valuable consideration,

**BYDOO LLC, 2003 SMOKETREE VILLAGE CR, HENDERSON,
NEVADA, 89012**

do(es) hereby REMISE, RELEASE, and FOREVER QUITCLAIM to:

TAHICAN LLC, 2003 Smoketree Village Cr HENDERSON, NV, 89012

**the following described real property in the State of Nevada, County of
Clark:**

SIE EXHIBIT "A" ATTACHED

Commonly known as: 2003 Smoketree Village Cr HENDERSON, NV, 89012

Exhibit A

LEGAL DESCRIPTION

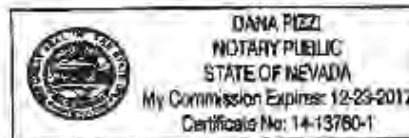
Lot Ten (10) in block four (4) of parcel 31 (a portion of Green Valley Ranch – phase 2), as shown by map thereof on file in block 63 of plats, page 11, and by certificate of amendment recorded October 11, 1995 in book 951011 as document No 01517, in the Office of the County Recorder of Clark County, Nevada.

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On 4th day of MAY, 2016 personally appeared before me, a Notary Public,
JEAN FRANCOIS RIGOLLET personally known or proven to me to be the
person(s) whose name(s) is/are subscribed to the above instrument who acknowledged that
he/she/they executed this instrument for the purposes therein contained.



Notary Public





RIGOLLET JEAN-FRANCOIS
MANAGER BYDOD LLC

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a. 17B-20-311-033
b. _____
c. _____
d. _____

2. Type of Property:

a. ☐ Vacant Land b. ☒ Single Fam. Res.
c. ☐ Condo/Townhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
i. ☐ Other _____

FOR RECORDERS OPTIONAL USE ONLY
Book _____ Page: _____
Date of Recording: _____
Notes: _____

3. Total Value/Sales Price of Property

\$ 155,000

b. Deed in Lieu of Foreclosure Only (value of property) _____

c. Transfer Tax Value:

\$ 155,000

d. Real Property Transfer Tax Due

\$ 792.50

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____

Capacity: GRANTOR

Signature: _____

Capacity: _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**

(Print Name): BYDOO LLC
Address: 2003 Smoketree Village Ct
City: Henderson
State: NV Zip: 89012

**BUYER (GRANTEE) INFORMATION
(REQUIRED)**

(Print Name): TAHICAN LLC
Address: 2003 Smoketree Village Ct
City: Henderson
State: NV Zip: 89012

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

(Print Name): DAKUSCZACK GROUP
Address: 155 WHITLY BAY AVE
City: LAS VEGAS

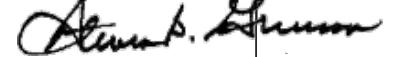
Envelope # _____
State: NV Zip: 89148

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

AA000188

EXHIBIT “10”

EXHIBIT “10”



1 MAMC
2 JARED B. JENNINGS, Esq.,
3 Nevada Bar No. 7762
4 Email: jjennings@jfnvlaw.com
5 ADAM R. FULTON, Esq.,
6 Nevada Bar No. 11572
7 Email: afulton@jfnvlaw.com
8 JENNINGS & FULTON, LTD.
9 2580 Sorrel Street
10 Las Vegas, Nevada 89146
11 Telephone (702) 979-3565
12 Facsimile (702) 362-2060
13 *Attorneys for Plaintiff Max Joly*

14
15 DISTRICT COURT
16 CLARK COUNTY, NEVADA
17

18 MAX JOLY, an individual
19
20 Plaintiff,
21
22 vs.
23

Case No.: A-16-734832-C

Dept. No.: XXV

24 JEAN FRANCOIS RIGOLLET, an
25 individual; LE MACARON LLC, a
26 Nevada Limited Liability Company;
27 BYDOO LLC, a Nevada Limited Liability
28 Company; DOES 1-10; and ROE
CORPORATIONS 1-10,
29
30 Defendants.

31
32 MOTION FOR LEAVE TO AMEND
33 THE FIRST AMENDED COMPLAINT
34 TO ADD DEFENDANTS TAHICAN,
35 LLC AND TO ADD PUNITIVE
36 DAMAGES

37
38 JEAN FRANCOIS RIGOLLET, an
39 individual; LE MACARON LLC, a
40 Nevada Limited Liability Company;
41 BYDOO LLC, a Nevada Limited Liability
42 Company; DOES 1-10; and ROE
43 CORPORATIONS 1-10,
44
45 Counterclaimant,
46
47 vs.
48
49 MAX JOLY, an individual,
50
51 Counter-defendant.

JENNINGS & FULTON, LTD.
2580 Sorrel Street
LAS VEGAS, NEVADA 89146
TELEPHONE 702 979 3565 • FAX 702 362 2060

JENNINGS & FULTON, LTD.
3500 Sunset Street
Las Vegas, Nevada 89146
Telephone: (702) 979-3565 • Fax: (702) 979-3566

1 Plaintiff/Counter-Defendant, VAX JET-X (hereinafter "Plaintiff"), by and through
2 his attorneys of counsel, Jarrod B. Jennings, Esq. and Adam R. Fulton, Esq., vs. the last firm
3 of Jennings & Fulton, LTD., hereby files Plaintiff's Motion for Leave to Amend the First
4 Amended Complaint to Add Defendants Tabicon, LLC and to Add Punitive Damages.
5 The Motion is based upon the Memorandum of Points and Authorities attached herein the
6 Proposed Second Amended Complaint attached as Exhibit "A", and all of the pleading
7 submitted to date in this action; and any oral argument which may be allowed at the time
8 of the hearing of this Motion.

9
10 DATED: September 11, 2018

11 JENNINGS & FULTON, LTD.

12
13 By: per Jarrod B. Jennings, Esq.
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NOTICE OF HEARING

TO ALL INTERESTED PARTIES AND THEIR COUNSEL OF RECORD:

YOU AND EACH OF YOU will please take notice that the Plaintiff's Motion For
Leave to Amend the First Amended Complaint to Add Defendant Tahican, LLC and to
Add Punitive Damages is hereby set for hearing on 16, day of OCTOBER, 2018 at
9:00A, a.m. in Department XXV.

Dated this _____ day of September, 2018.

XX UNSIGNED
DISTRICT COURT JUDGE

MEMORANDUM OF POINTS AND AUTHORITIES

I. FACTUAL AND PROCEDURAL HISTORY

This case arose from a Breach of Contract claim in addition to other claims against Defendants using fraudulent means to convince Plaintiff to agree to purchase an ownership interest in various joint ventures, including, but not limited to, various restaurant properties and "Le Massaron" restaurant franchises located in Las Vegas. Nevada. Rigollet defrauded Plaintiff of said ownership interests and Plaintiff's money through various means. Further, Rigollet convinced Plaintiff to sell his interest in the Le Massaron, LLC venture to Bydon, LLC and Rigollet for \$150,000.00, in which not a single payment has been made.

On April 14, 2016 and April 24, 2016, Plaintiff properly served the Defendants with *Summons and the Complaint* and the *First Amended Complaint* on October 7, 2016.¹ The Defendants filed a Motion to Dismiss this matter on November 26, 2016, before filing an Answer in the aforementioned case, and having their Motion to Dismiss denied by the Court on December 20, 2016, which was entered on January 13, 2017.² On March 14, 2017, Plaintiff filed their third Three Day Notice of Intent to Take Default. On April 21, 2017, a default was entered for Defendants failure to answer or otherwise plead to Plaintiff's First Amended Complaint.

On September 30, 2017, the Court entered a Notice of Entry of Order denying Defendants' Motion to Set Aside Default. On November 27, 2017, the Court granted Defendants' Motion for Reconsideration to Set Aside the Default. On December 7, 2017, Defendants filed the Answer to First Amended Complaint and Counterclaims. On

¹ On August 26, 2016 this Court entered a Stipulation and Order to Allow Plaintiff to Amend the Complaint.

1 Defendant 30, 2017, this Court granted Defendants' counsel its Motion to Withdraw.
2 Defendants have yet to state how counsel in this matter, despite its Motion 244, and
3 Hydon (4), representing itself in proper person in direct violation of EDCR 1.33(a) and
4 undisputed case law, is the inability of a corporate entity to appear in proper person. On
5 August 13, 2018, Plaintiff filed its Second Amended Complaint. On September 11, 2018
6 at the hearing of Defendant Jean-François Rigollet's Motion to Expunge Notice of the
7 Plaintiff the issue of the Second Amended Complaint arose and Plaintiff have some letters
8 to amend to file the Second Amended Complaint.

9 10 II. LEGAL STANDARD

11 Pursuant to M.R.C.P. 17(a), "[a] party may amend the party's pleading only by leave
12 of court or written consent of the adverse party; and leave shall be freely given when
13 justice requires." Determining the propriety of a motion to amend, within this rule,
14 courts use, among the leave court discretionary power. *Johnson v. Boulder*, 35 Nev. 113,
15 120 (1907). In the absence of any apparent or resolved reason, such as, undue delay, and
16 with, or dilatory motive for the part of the movant, the leave to amend should be freely
17 given. *Stephens v. Southern New Mexico Co.*, 89 Nev. 104 (1973).

18 Here, the motion is timely even though the original Complaint being filed on April
19 11, 2016, does not have any scheduling order despite its lengthy procedural
20 history. On January 23, 2018, Plaintiff's counsel issued Defendants a Notice of 163 Only
21 Case Conference pursuant to M.R.C.P. 16.1 set on February 7, 2018. On February 7, 2018,
22 Defendant Jean-François Rigollet and Plaintiff's counsel a letter requesting and
23 concluding the party Case Conference until March 21, 2018. On April 23, 2018, the
24 Discovery Commissioner issued a Notice to Appear for Discovery Conference. In the
25 notice, the Discovery Commissioner addressed Defendants failure to file a Case
26

Continued Report about counsel for Defendants Le Marcon LLC and Hydrex LLC, and potential sanctions for failing to comply with the Commissioner's orders. Despite the ongoing orders of the Commissioner, Defendants have failed to comply and no progress has been made in this matter.

The Second Amended Complaint adds Taheran, LLC as a Defendant and adds punitive damages from January 8, 2016, to February 2, 2017. Defendant Hydrex LLC introduced multiple properties to Taheran LLC, fraudulently disguising Hydrex LLC's true assets ("Hydrex Assets"). Taheran, LLC is a proper Defendant in this action and necessary. Three Individuals and One Corporation properly plead in the First Amended Complaint.

Granting this Motion will not cause any undue delay as Plaintiff's potential discovery of the numerous fraudulent transfers. The Defendants/Counterdefendants will not be unduly prejudiced by the granting of this Motion because the parties have not conducted the Early Case Conference and the Defendant entities, Le Marcon LLC and Hydrex LLC have yet to retain counsel to litigate this matter. Further, this Motion is timely and grant of motion is best served by allowing all adverse parties to have adequate notice of the Plaintiff's claims as discovery has yet to begin and the entity Defendants have yet to obtain counsel as required by EDCR 7.42(b). As such, the Court should grant Plaintiff's Motion for Leave to file the Second Amended Complaint.

III. LEGAL ARGUMENT

(4) Defendants Fraudulently Transferred Properties in Anticipation of and During the Fraternity of the Marcon-Warran Punitive Damages

The Uniform Fraudulent Transfer Act (UFTA), 1949 Chapter 112, is designed to prevent a debtor from defrauding creditors by placing the subject property beyond the creditor's reach. *Hoag v. First Boston Corp., LLC*, 125 N.Y. 228-232 (1997). These types

of transfers made, the act made under the UCC: (1) actual fraudulent transfers; (2) constructive fraudulent transfers; and (3) transfers by insolvent debtors. *Id.* at 873.

Actual fraudulent transfer is a transfer made or obligation incurred by a debtor to a creditor as to a creditor, whether the transfer or obligation occurred before or after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation with actual intent to hinder, delay or defraud any creditor of the debtor. *UCC* 112.180(1)(a).

A transfer is constructively fraudulent if the debtor transfers the property without receiving a reasonably equivalent value in exchange for the transfer, and the debtor (1) was engaged in a transaction for which his remaining assets were unreasonably small in relation to the transaction; or (2) reasonably should have believed that he would incur debts beyond his ability to pay. *UCC* 112.180(1)(b).

A fraudulent transfer by an insolvent debtor occurs in two situations: (1) when the debtor makes the transfer without receiving a reasonably equivalent value in exchange for the transfer and the debtor was insolvent at that time or the debtor became insolvent as a result of the transfer or obligation. *UCC* 112.180(1)(c) and (2) when an insolvent debtor makes a transfer or an antecedent debt to an insider who had reason to believe the debtor was insolvent. *UCC* 112.180(2).

UCC 11.220(1) provides a complete defense for an action for fraudulent transfers *UCC* 112.180(1)(a) and similar (b) transfer or obligation is not voidable under paragraph (a) of subsection 1 of *UCC* 112.180 against a person who took in good faith and for a reasonably equivalent value or against any subsequent transferee or obligee. *Id.* at 870. In order to establish a good faith defense to a fraudulent transfer claim, the transferee must show

objectively show that she did not know or had no reason to know of the transferor's fraudulent purpose to delay, hinder, or defraud the transferor's creditors. *Id.* at 370.

The proposed Second Amended Complaint adds Tabicon, LLC. From January 8, 2016, to February 3, 2017, Defendant Bydon, LLC misclaimed multiple properties to Tabicon, LLC, fraudulently dissolving Bydon, LLC of any assets.² Plaintiff has duly relied on the solvency of Defendant Bydon, LLC with numerous properties as its assets to secure a note until the note was paid off. In anticipation and throughout the pending litigation, Defendant Bydon, LLC fraudulently transferred the properties to Tabicon, LLC.

The Nevada Secretary of State business entity information provided Jean-Francois Ruellet as the registered agent, and Boris Yakubovskii and Jean Ruellet as the managers. Tabicon, LLC is a proper Defendant in this action and a necessary non-party as pled in the First Amended Complaint. Therefore, viable claims for fraudulent transfer against Defendants are warranted and Plaintiff's leave to amend the First Amended Complaint should be granted.

(B) Defendants' Fraudulent Transfers Warrant Leave to Amend the First Amended Complaint to Add Punitive Damages

A claim for punitive damages requires a showing that Defendant is guilty of "oppression, fraud or malice, express or implied." NRS 42.005. Further, NRS 42.001 defines intentional disregard as the "knowledge of the probably harmful consequences of [a] wrongful act and a willful and deliberate failure to act to avoid those consequences." The Nevada Supreme Court has defined oppression as "a conscious disregard for the rights of others which constitutes an act of subjecting plaintiff to cruel and unjust hardships."

² See Exhibit C.

1 *Guaranty Nat'l Ins. Co. v. Farmer*, 112 N.W. 469, 498 (1906). Plaintiff does not need to
 2 show undue plaintiff needs to merely show that Defendant acted with oppression,
 3 express or implied, 985 (2005). The test is breach of good faith and fair dealing, spring-
 4 from, and is therefore predicated upon the breach of the duty of good faith and fair
 5 dealing contained in every contract. *United Home Realty & Loan Co. v. Peterson*, 91
 6 N.W. 617, 620 (1979). Punitive damages may be awarded in an action for breach of the
 7 duty of good faith. *Guaranty Nat'l Ins. Co. v. Farmer*, 112 N.W. 499 (1906).

8 Plaintiff seeks leave to amend the First Amended Complaint to incorporate punitive
 9 damage allegations concerning both the fraudulent transfer of the Bydon properties
 10 predicated upon dissolving Defendant Bydon, LLC of all of its assets. Plaintiff must not
 11 rely on the authority of Defendant Bydon, LLC with numerous properties as he seems to
 12 leave a note for anticipation and throughout the pending litigation. Defendant Bydon
 13 LLC fraudulently transferred the properties to Defendant LLC.

14 The jury or this Court shall be permitted to determine whether punitive damages
 15 should be assessed against Defendants based on all of the testimony and evidence
 16 presented at the time of trial. There is a substantial amount of evidence which will be
 17 presented at trial to prove that Defendants not only breach the contract between the
 18 parties but fraudulently transferred the above-referenced properties and acted with a
 19 conscious disregard for the rights of Plaintiff, subjecting Plaintiff to an unjust hardship,
 20 causing the loss of his investment. Upon the conclusion of the jury, Plaintiff
 21 intends to prove that Defendants acted intentionally and purposefully to deprive
 22 Plaintiff of his investment in the business ventures.

23 Therefore, Defendant's motion, warranting the First Amended Complaint to
 24 add additional parties and allege punitive damages. Plaintiff prays that the Court
 25 grant this motion and allow the First Amended Complaint to be filed.

adequately compensate Plaintiff because Defendants would not be required to account adequately for their bad faith. Therefore, relief claims for punitive damages against Defendants and the pending additional defendants are warranted and Plaintiff's leave to amend the First Amended Complaint should be granted.

IV. CONCLUSION

The Plaintiff having shown good cause, and the summary right to request this leave and the leave to amend the Plaintiff's Amended Complaint being present, this Court should grant this Plaintiff leave to file Plaintiff's Second Amended Complaint attached to this Motion as Exhibit "1." Furthermore, this Court should order the Defendants to file any amended answers within 20 days after service of the Notice of Entry of the Plaintiff's Second Amended Complaint.

Dated: The 11th day of September, 2018.

JENNINGS & FULTON, LTD.

By: /s/ Jared B. Jennings, Esq.

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Attorneys for Plaintiff Max Lee

CERTIFICATE OF SERVICE

I, JEANNE G & ELLTON, LTD., hereby certify that I am an employee of JEANNE G & ELLTON, LTD., and that on the 16th day of September 2018, I caused a true and correct copy of the foregoing **MOTION FOR LEAVE TO AMEND THE FIRST AMENDED COMPLAINT TO ADD DEFENDANT TAHICAN, LLC AND TO ADD PUNITIVE DAMAGES** to be served as follows:

X by depositing in the United States Mail, first-class postage prepaid, at Las Vegas, Nevada, enclosed in a sealed envelope, on

by facsimile transmission, pursuant to F.R.C.R. 7.26, as indicated below, on

by electronic service, pursuant to N.T.P.C.R. 6 and Administrative Order 14-2, as indicated below;

JEAN FRANCOIS RIGOLD ET
206 Simsbury Village Circle
Henderson, NV 89017

LE MACARON LLC
155 Whiffy Bay Ave
Las Vegas, NV 89143

BYDGO LLC
9140 Agave Blvd
Las Vegas, NV 89123

In Testimony Whereof
An Employee of
JEANNE G & ELLTON, LTD.

JEANNE G & ELLTON, LTD.
1515 RAMPART ST
LAS VEGAS, NV 89102
702.735.7070 FAX 702.735.7071

EXHIBIT "1"

Steven D. Grimes

1 **ACOM**
2 **JENNINGS & FULTON, LLP**
3 **JARID B. JENNINGS, Esq.**
4 Nevada Bar No. 7762
5 Email: jennings@jcfllp.com
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13 *Attorneys for Plaintiff Max Joly*

14 **DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**

16 **MAX JOLY, an individual**

Case No.: A-16-734812-0

17 **Plaintiff,**

Dept. No.: X87

18 **vs.**

19 **JEAN FRANCOIS ROQUELT, an**
20 **individual; LE MACARON LLC,**
21 **Nevada Limited Liability Company;**
22 **BYDOO LLC, a Nevada Limited Liability**
23 **Company; FARMAN LLC, a Nevada**
24 **Limited Liability Company; DOES 1-10;**
25 **and ROE CORPORATIONS 1-10.**

SECOND AMENDED COMPLAINT

EXEMPT FROM ARBITRATION:
AMOUNT IN CONTROVERSY EXCEEDS
\$50,000.00 & DECLARATORY RELIEF
SOUGHT

26 **Defendants.**

27 **JEAN FRANCOIS ROQUELT, an**
28 **individual; LE MACARON LLC, a**
29 **Nevada Limited Liability Company;**
30 **BYDOO LLC, a Nevada Limited Liability**
31 **Company; DOES 1-10, and ROE**
32 **CORPORATIONS 1-10.**

33 **Counterdefendant,**

34 **vs.**

35 **MAX JOLY, an individual,**

36 **Counterdefendant.**

37 **Plaintiff/Counter-Defendant MAX JOLY (hereinafter "Plaintiff") by and through its**
38

attorneys at record, Daniel B. Jennings, Esq. and Anna R. Pomeroy, Esq., of the law firm of Jennings
& Pomeroy, LTD. hereby files this Second Amended Complaint against Defendants JEAN
JOANCOIS REGOLLET, LE MACARON LLC, BYDOO LLC, TABICAN, LLC, DOES 1-10,
and ROE CORPORATIONS 1-10 and alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is an individual whose principal residence is in Louisiana, Switzerland.

2. Defendant JEAN FRANCIS REGOLLET ("Regollet") is an individual whose
principal residence is in Clark County, Nevada.

3. Defendant LE MACARON, LLC ("Le Macaron") is a limited liability corporation
formed under the laws of the United States and the State of Nevada, and conducts business in
Clark County, Nevada.

4. Defendant BYDOO, LLC ("Bydo") is a limited liability corporation formed
under the laws of the United States and the State of Nevada, and conducts business in Clark
County, Nevada.

5. Defendant TABICAN, LLC ("Tabican") is a limited liability corporation formed
under the laws of the United States and the State of Nevada, and conducts business in Clark
County, Nevada.

6. Plaintiff does not know the true names of the individuals, corporations,
partnerships and entities sold and identified in fictitious names as DOES 1-10 and ROE
CORPORATIONS 1-10. Plaintiff alleges that each Defendant assisted or participated in
activities that resulted in damages suffered by Plaintiff as more fully discussed under the claims
for relief set forth below. Plaintiff will request leave of this Honorable Court to amend this
Complaint to show the true names and capacities of each such fictitious Defendant when Plaintiff
discovers such information.

7. This Court has personal jurisdiction over all parties as all parties involved are
residents of Clark County, Nevada, own property in Clark County, Nevada, or conduct business
in Clark County, Nevada. The Court has subject matter jurisdiction as Plaintiff is seeking

1 declaratory relief, breach of contract and fraudulent transfer seeking damages in excess of
2 \$500,000.00

3 8 Venue is proper because all events giving rise to Plaintiff's claims occurred in
4 Clark County Nevada

5 GENERAL ALLEGATIONS

6 I. Background

7 9. Plaintiff incorporates the allegations in the preceding paragraphs as though fully
8 set forth herein

9 10. At all times relevant the named of action stated herein occurred in Clark County
10 Nevada

11 11. Plaintiff and Rigollet, and their respective wives, first encountered each other in
12 the early 2000's and eventually the parties became friends

13 12. Since that time Rigollet has used fraudulent means, described in greater detail
14 below, to convince Plaintiff to agree to purchase an ownership interest in various joint ventures
15 (including various residential properties and "A & Macaron" restaurant franchises located in Las
16 Vegas, Nevada) and that later defraud Plaintiff of said ownership interests and Plaintiff's money
17 through various means

18 13. The following allegations of fraud are made for the purposes of satisfying the
19 statutory requirement under N.D.C.P. 19(b) that a cause of action for fraud be pled "with
20 particularity," as well as to support Plaintiff's allegation that Rigollet should be held personally
21 accountable for the actions of his son under the doctrine of "piercing the corporate veil" and the
22 fraudulent transfers of property from Defendant Rydoo, L.L.C. to Defendant Rydoo, L.L.C.

23 II. Purchase of Residential Investment Properties

24 14. On or about December 31, 2017, Rigollet proposed to Plaintiff a real estate
25 investment opportunity to real estate in Las Vegas which Rigollet assured Plaintiff would be
26 profitable.

27 15. In April 2018, Rigollet convinced Plaintiff to take part in the aforementioned

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1 real estate investment and put Plaintiff in contact with their investment representative "Harris," a
2 non-party to the litigation who was to facilitate the investment transaction.

3 16. In July 2013, Plaintiff travelled to Las Vegas, Nevada and met with Rigollet and
4 Boris where they visited several residential properties.

5 17. On or about August 2013, at the behest of Rigollet and Boris, Plaintiff agreed to
6 contribute a gross total of \$753,665/85 towards the purchase of five (5) residential properties for
7 investment purposes.

8 18. On or about August 8, 2013, Boris formed "HIDAMA LLC" for the purpose of
9 serving as the holding company for Plaintiff's investment in these properties and for which
10 Plaintiff and his spouse would serve as the lone shareholders.

11 19. Plaintiff agreed to serve as managing member of HIDAMA, LLC. However, on or
12 about July 2013, Rigollet and Boris met with Plaintiff in person in Las Vegas and falsely
13 misrepresented to Plaintiff that under Nevada law, only a Nevada resident could serve as manager
14 of an LLC.

15 20. Based on this material and fraudulent misrepresentation, Plaintiff eventually
16 consented to allowing Rigollet to serve as the manager of HIDAMA, LLC while foregoing any
17 opportunity to serve in the same capacity which gave him control over the HIDAMA LLC bank
18 accounts.

19 21. On or about the end of August, the five (5) aforementioned properties were
20 purchased and Rigollet became the manager of HIDAMA, LLC and was responsible for their
21 management.

22 22. Rigollet moved to Las Vegas in September 2013.

23 **III. Plaintiff and Defendants Enter into a Franchise Agreement To Operate "La**
24 **Macaron" Franchise**

25 23. In April 2014, through discussions between Plaintiff and Rigollet regarding
26 Rigollet seeking to open a business to obtain an R-2 tourist Visa for Rigollet's son who
27 eventually obtained a Green Card through a lottery system, Plaintiff showed Rigollet an

1 advertisement for "Le Macaron" franchise is passed since this sells macarons and other pastries
2 candies and the two discussed the possibility of opening one or more in Las Vegas.

3 24. The two travelled to Sarasota, Florida in May 2014 to meet with a franchisor and
4 visit existing stores.

5 25. Rigolet suggested the two invest in the franchise as the investment would be
6 \$150,000.00 for each store and as they were going to open two (2) stores, they each would invest
7 \$150,000.00 in the venture, creating a 50% ownership interest for both Plaintiff and Rigolet in the
8 Venture.

9 26. From April 2014 to August 2014, Rigolet represented on multiple occasions to
10 Plaintiff that Rigolet would contribute the same amount of money as Plaintiff into the company
11 as Plaintiff and Rigolet were 50/50 partners.

12 27. On or about July 9, 2014 Plaintiff and Rigolet executed an operating agreement to
13 establish and operate Le Macaron. The operating agreement created a franchise partnership
14 between Plaintiff and Rigolet with the aforementioned 50/50 split in ownership.

15 28. Rigolet tasked Berry to set up "Le Macaron LLC" with the Nevada Secretary of
16 State for purposes of operating the franchise.

17 29. Plaintiff lived in Switzerland at all times relevant to this litigation. Meanwhile
18 Rigolet, with the help of Boris, who was living in Las Vegas, assumed responsibility for the
19 development of the venture, including eventual construction of the restaurant in Las Vegas.

20 30. Plaintiff relied throughout the venture on official representations made by
21 Rigolet that Rigolet would manage this joint venture in a professional, available, and competent
22 manner.

23 31. After establishing the franchise partnership, a search for possible locations for the
24 restaurant was undertaken. Rigolet suggested the Galleria Mall as a possible one.

25 32. Based on this representation, Plaintiff agreed to the Galleria Mall site. On October
26 29, 2014 a lease agreement was signed for an anticipated opening date of December 10, 2014.

27 33. A location for second franchise was later selected at the Venetian Hotel & Casino,
28 with a lease agreement being signed on November 25, 2014. According to Rigolet, the second

1 restaurant would open in approximately March 2015.

2 36. Plaintiff had reservations about whether the site was too expensive. However,
 3 Boris and Rigollet convinced him that it was the right location, in part by telling Plaintiff he
 4 simply "did not know Las Vegas."

5 37. In January, Plaintiff learned of that particular location, Rigollet asked Plaintiff
 6 how "money [was] not a problem" and that he "could advise" Plaintiff's anticipated return on the
 7 business' investment for a period of 3-4 years.

8 38. About the same time, Rigollet informed Plaintiff that, without Plaintiff's consent
 9 or approval, he had switched the venture's bank account to Bank of America (the previous
 10 account, established by Boris, had been with Chase Bank).

11 39. Curiously, Plaintiff was never given any access to the new account by Rigollet.
 12 Plaintiff would later learn it was against the financial interests of the venture to have made this
 13 change. However, Plaintiff was never given the opportunity to take part in the decision, thus
 14 constituting evidence of fraud against him.

15 40. There were numerous unexplained delays in construction of the two Le Masson
 16 restaurants. Permitting was not timely issued, and neither Rigollet nor Boris could explain
 17 sufficiently the reasons why.

18 41. Plaintiff (who was still living in Switzerland at the time) repeatedly requested
 19 updates from Rigollet and/or Boris about the reasons for the delay, but they could not provide a
 20 coherent answer.

21 42. During this time, Plaintiff's wife was diagnosed with cancer. Surgeries were
 22 performed in February 2015, March 2015, and a final surgery was performed in June 2015, which
 23 resulted in an amputation. This left Plaintiff in greater need of money.

24 43. On April 6, 2015, Boris called construction of the restaurants were suffering from
 25 significant cost overruns and that he could do nothing to speed up the construction process
 26 because of trade union regulations—a fact he has known from the beginning but did not disclose
 27 to Plaintiff.

28 44. He said "with some of the costs to keep the franchise at more reasonable and

expensive locations. On May 16, 2015, the financing loaned the parties \$200,000.00.

35 (1) These locations were most expensive than currently anticipated and during
36 construction and set up. Riggle was continuously contacting Plaintiff to high pressure
37 communications telling Plaintiff that he needed to pay more money to keep his investment
38 and that Riggle was reaching out additional more interest by Plaintiff as they were 50/50
39 partners. As such, Plaintiff sent additional funds to Riggle.

40 (2) In order to assist in paying for own expenses, Riggle suggested Plaintiff move to
41 the sale of one or more of the residential real properties identified earlier in the Complaint, which
42 Plaintiff was hesitant to do but which Riggle pressured him into doing by suggesting to Plaintiff
43 that he had a buyer who was willing to pay cash for the properties at a fair market value. Riggle
44 falsely represented to Plaintiff that he would contribute the same amount of money to the venture
45 that Plaintiff contributed if Plaintiff agreed to sell one of his properties. Plaintiff voluntarily
46 approved the sale of one property and as Riggle was the acting manager of NPA/MA, LLC, the
47 entity which held Plaintiff's properties, Riggle sold the property without showing Plaintiff any
48 paperwork from the sale (purchase contract, settlement statement, etc.) even though Plaintiff
49 asked to see it. Plaintiff suspects and believes that Riggle could not show Plaintiff the
50 paperwork as he financially benefited from this sale illegally while acting as a manager
51 (fiduciary) to NPA/MA, LLC.

52 (3) Plaintiff is outraged and believes, and therefore alleges, that the aforementioned real
53 estate was sold for less than market value (at "arm's length") to an interested party of Riggle
54 and Bona. Plaintiff further suspects and believes, and therefore alleges, that such is the direct
55 result of fraud on the part of Riggle and Bona designed to deprive him of his ownership interest
56 in the properties while simultaneously benefiting the defendants in an unfair manner.

57 (4) Through the sale of property and all the additional money sent by Plaintiff to
58 Riggle as a result of his high pressure communications demanding more money to prevent
59 Plaintiff from losing his investment, Plaintiff received \$400,000.00 from Riggle for the placement
60 with the belief that Riggle had received the same, being 50/50 partners.

61 (5) Plaintiff began to grow suspicious of Riggle and he stopped sending the money to

1 covered alleged cost overruns. He was concerned *Hudson* and/or *Rigollet* may not have represented
 2 that \$250,000.00 went to the business venture. However, when *Plaintiff* requested to see the
 3 financial records and books of the company, *Rigollet* made excuses as to why he could not
 4 provide them. To date, *Plaintiff* has never seen his own business venture's financial records.

5 46. The *California* location opened on or about August 15, 2015, significantly late and
 6 vastly over budget.

7 47. The *Ventura* location opened on or about September 20, 2015, also significantly
 8 late and vastly over budget.

9 48. At roughly the same time, *Rigollet* intentionally slandered *Plaintiff* to the
 10 boardroom, claiming *Plaintiff* had "abandoned" the venture, which was patently untrue.

11 49. The venture obtained a health department license prior to the opening of the two
 12 (2) locations.

13 50. All parties were excited about the venture and believed they would be very
 14 lucrative, especially after the opening as the franchisee reported that it was the best restaurant
 15 opening in any other Los Angeles franchise to date.

16 51. From on or about September 24, 2015, just after the opening, *Rigollet* met with
 17 *Plaintiff* in person and told *Plaintiff* that he no longer wished to work with him and that he wanted
 18 to buy him out. It was at this meeting that *Rigollet* made the following misrepresentations to
 19 *Plaintiff*: (1) that pursuant to their agreement, *Rigollet* confirmed that he had invested the same
 20 amount of money into the venture that *Plaintiff* had; (2) *Rigollet* told *Plaintiff* that since *Plaintiff*
 21 didn't have enough money to buy out *Rigollet*'s interest in the business, that *Plaintiff* had to
 22 accept *Rigollet*'s offer to buy *Plaintiff*'s interest and that if he didn't agree, *Rigollet* would
 23 withdraw from the company and since the health department required a 90-day resident for its
 24 health license, if *Plaintiff* were left as the sole owner and someone (and *Rigollet* pointed to
 25 himself) called the health department and reported it, the health department would shut the
 26 business down, effectively making *Plaintiff* not believing him and to sell his shares in the company
 27 to *Rigollet* so that the business would be shut down and *Plaintiff* would lose his investment; (4)
 28 *Rigollet* represented that he would provide an accounting to *Plaintiff* showing the value of the

months, the amount of liabilities, and the circumstances before and the company prior to issuing Plaintiff's latest invoice which Rigollet never provided, (5) Rigollet told Plaintiff that he would buy out Plaintiff's interest in the Lydon, LLC as Lydon owned several valuable real estate properties that would effectively serve as "collateral" on the note Rigollet would give him for his interest in the Museum, (6) Rigollet told Plaintiff that the State would be required to aggressively make large payments to Plaintiff and that he would have to put off or live that a year.

54. Plaintiff felt frustrated at this meeting as the parties were jointly socializing just the day before discussing how successful the venture would be and Plaintiff believed that if he didn't sell his interest to Rigollet, Rigollet would withdraw his interest and agree for himself to the health department to shut it down and Plaintiff would lose everything.

55. Additionally, through Plaintiff felt that he was being misled and intentionally, he believed that Rigollet had several valuable properties owned by Lydon, LLC and that Rigollet would make all the payments on the note to buy out Plaintiff's interest allowing Plaintiff to recover some of his investment.

56. From August 2013 to December 2015 Rigollet took money from WPA&A, LLC to pay for Rigollet's personal expenses on his own properties which belonged solely to Plaintiff.

57. Under duress due to Rigollet's emotional state statement regarding the status of the health department issues, knowing he could not release any funds to oversee the status, believing that Lydon owned several valuable properties that he exceeded the amount of the payment, and being essentially "fed up" with the lies and misrepresentation made by Rigollet and State during the construction process, especially by always making excuses as to why Plaintiff could not see the financial records and books, Plaintiff agreed to sell his share of the venture to Rigollet and Lydon.

IV. Plaintiff Sells His Interest In The Venture To Lydon (Rigollet).

58. On or about September 29, 2015, Defendant, in exchange for Plaintiff's ownership interest, executed a LIA Membership Purchase Agreement ("Agreement"), attached

1 being as Exhibit "C" wherein the Defendants agreed to pay the Plaintiff the principal sum of
2 \$100,000.00 in installment agreements over a period of 9 months.

3 58. The Agreement required payments to be made from the Defendants to the Plaintiff
4 according to the payment schedule, which follows: \$100,000.00 to be paid no later than October
5 31, 2018, \$50,000.00 to be paid no later than November 15, 2018, \$75,000.00 to be paid no later
6 than February 25, 2019, and the remaining balance of \$100,000.00 to be paid no later than June
7 30, 2019.

8 59. Pursuant to the Agreement, Plaintiff assigned the ownership interest in the
9 Defendants on September 20, 2015.

10 60. To date, Defendants have never made any single payment according to the
11 Payment schedule.

12 61. Plaintiff is informed and believes, and has on affidavit, that Defendants never
13 intended to make a payment according to the Agreement nor did Defendants intend fulfill any
14 end of the Agreement.

15 62. Plaintiff is informed and believes, and has on affidavit, that Defendants specifically
16 intended to defraud Plaintiff of his ownership interest in all the manners identified and described
17 above and that Plaintiff relied on the essential representations of the Defendants in entering
18 into the aforementioned Agreement which resulted in damages to the Plaintiff.

19 63. Plaintiff has tried to contact the Defendants numerous times but Defendants have
20 not responded to Plaintiff.

21 64. Defendants are in breach of the Agreement because the Defendants have not made
22 any single payment according to the payment schedule in the Agreement and have not paid the
23 entire purchase price of \$100,000.00.

24 65. Rydon LLC, Fraudulent Conveys Numerous Properties to Taldana, Ltd.

25 66. The Nevada Secretary of State business entity information revealed Leon Taldana
26 Rigollet as the registered agent and Boris Yakubovich and Leon Rigollet as the managers of
27 Taldana, LLC.

67. Plaintiff relied on the integrity of Defendant Hydrex LLC with numerous properties as its assets to secure a loan until the note was paid off.

68. Plaintiff transferred over his 50% ownership interest in Le Macaron without adequate consideration, and therefore Plaintiff justifiably relied on Defendants' liquid assets to secure his interest in Le Macaron.

69. In preparation and during the pending litigation, Defendant Hydrex LLC fraudulently transferred the properties to Lulucon, LLC without adequate consideration.

70. From January 8, 2016, to February 3, 2017, Defendant Hydrex LLC orchestrated multiple transfers to Lulucon, LLC, fraudulently divesting Hydrex, LLC of any assets, and Lulucon, LLC then sold the properties to various third parties, as listed herein as Exhibit "C."

71. Lulucon, LLC has commenced selling properties relied on by Plaintiff for the loan.

72. Plaintiff is the victim of his attorney's and her firm's fraud by a smart incompetent manipulation.

73. Plaintiff has sustained damages in excess of \$15,000.00 as a result of Defendants' failure to abide by the terms of the Agreement.

74. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs.

FIRST CLAIM FOR RELIEF

(Breach of Contract)

(As Against Defendants Jean-François Rigollet, Le Macaron, LLC, and Hydrex, LLC)

75. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

76. Plaintiff and Defendants entered into a valid and existing contract (the Agreement) wherein the Defendants agreed to pay the Plaintiff as set forth herein.

77. Defendants breached the contract by failing to pay any of the scheduled payments owed to the Plaintiff.

76. Plaintiff has performed all conditions, covenants, and promises required by Plaintiff pursuant to the aforementioned Agreement by transferring his ownership interest in the Defendants.

77. As a direct and proximate consequence of the foregoing, Plaintiff has suffered damages in excess of \$15,000.00.

78. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

SECOND CLAIM FOR RELIEF

Declaratory Relief

(Against All Defendants)

79. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

80. A dispute has arisen, and actual controversy now exists between Plaintiff and Defendants, including DOES 1-10 and SOU CORPORATIONS 1-10, and each of them, as to their rights and liabilities with respect to the Agreement, including the rights Plaintiff is claiming pursuant to the Agreement. Plaintiff claims a right in Defendants' personal property. Plaintiff seeks a declaration from the Court that Plaintiff's assets are in fact Plaintiff LLC's assets and are subject to collection by Plaintiff. Defendants dispute Plaintiff's claims. Therefore, an actual controversy exists relative to the legal duties and rights of the respective parties, which Plaintiff requests the Court to resolve.

81. All of the rights and obligations of the parties arising out of one series of events or happenings, all of which can be settled and determined by a judgment in this one action. Plaintiff alleges that an actual controversy exists between the parties under the circumstances alleged. A declaration of rights, responsibilities and obligations of the parties is essential to determine their respective obligations in connection with the Agreement. Plaintiff has not at this time sought any remedy at law of any kind.

82. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorneys' fees and court costs pursuant to the law.

THIRD CLAIM FOR RELIEF

**(Contractual Breach of the Covenant of Good Faith and Fair Dealing)
(As Against Defendants Jean Francois Rigolle, Le Macaron, LLC and Rydon, LLC)**

87. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

88. Plaintiff and Defendants entered into a valid contract whereby Defendants promised to pay the Plaintiff pursuant to the terms of the Agreement.

89. Every contract possesses an implied and expressed covenant that the parties to the Agreement would act in good faith and deal fairly with the parties to the Agreement.

90. Plaintiff performed all conditions pursuant to the Agreement and transferred Plaintiff's ownership interest in Defendants' business at the time of contract formation and all other conditions, covenants, and promises pursuant to the aforementioned Agreement with the Defendants.

91. Defendants breached the duty owed the Plaintiff when the Defendants in violation of the covenants and conditions stated in the Agreement, failed to perform pursuant to the Agreement by not paying the Plaintiff when their performance became due and owing.

92. As a direct result of the Defendants' breach of the contract agreement, the Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of \$12,000,000.

93. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seeks recovery of his attorney's fees and court costs pursuant to the law.

FOURTH CLAIM FOR RELIEF

(Unjust Enrichment)

(As Against Defendants Jean Francois Rigolle, Le Macaron, LLC and Rydon, LLC)

94. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

95. Plaintiff alleges that the Defendants have been unjustly enriched. Because Defendants enjoy a 100% ownership interest in Defendant LE MACARON, LLC without paying

the 30% of that interest. Plaintiff's ownership interests were transferred to the Defendants and the Defendants' obligation to reassign branch of the Agreement has caused financial harm to the Plaintiff.

94. As a direct result of the Defendants' breach of the written contract involving the Defendants being unjustly switched, the Plaintiff has suffered damages as a direct and proximate consequence to an amount in excess of \$15,000.00.

95. Plaintiff has been forced to hire an attorney to prosecute this action and therefore suffer recovery of his attorney's fees and court costs pursuant to the law.

FIFTH CLAIM FOR RELIEF

(Fraudulent Misrepresentation)

(As Against Defendants Jean Francois Rigault, Le Macaron, LLC, and Rydon, LLC)

96. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

97. Prior to the transfer of Plaintiff's ownership interest, Defendants made fraudulent representations to Plaintiff regarding Defendant Rigault's and consequently Rydon's investment in the venture, threats of withdrawal and cancellation of the bank's money on accounting and that Rydon's buyout of Plaintiff's shares would be secured by the substantial assets of Rydon until the note was paid off. As alleged above, Defendants made further misrepresentations regarding the creation of the entity and control of the same for the purpose of that Plaintiff purchased. Further, Defendants made misrepresentations regarding the sale of Plaintiff's property and made misrepresentations regarding Plaintiff's bank account.

98. Defendants knew that the foregoing misrepresentations were false and intended to induce Plaintiff to act on the misrepresentations.

99. Plaintiff would not have transferred over his 50% ownership interest to Le Macaron without adequate consultation, and therefore Plaintiff justifiably relied on Defendants' fraudulent representations to sell his interest in Le Macaron.

100. As a direct and proximate result of Defendants' acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount in

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LAW OFFICE OF JEFFREY A. HARRIS, P.C.

be proven at trial but in any event in excess of \$15,000.00, plus prejudgment interest.

101. Defendants acted willfully and maliciously, and with oppression, fraud, or malice, and as a result of Defendants' wrongful conduct, Plaintiff is entitled to an award of exemplary or punitive damages.

102. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

SIXTH CLAIM FOR RELIEF

(Fraud)

(As Against All Defendants)

103. Plaintiff encompasses the allegations in the preceding paragraph as though fully set forth herein.

104. Plaintiff relied on the solvency of Defendant Bydon, LLC with numerous properties in its name as security and until the money was paid out.

105. Plaintiff transferred over his 50% ownership interest in Le Mountain without adequate consideration, and therefore Plaintiff justifiably relied on Defendants' fraudulent actions to sell his interest in Le Mountain.

106. From January 8, 2016, to February 3, 2017, Defendants Bydon LLC transferred multiple properties to Johnson, LLC, fraudulently divesting Bydon, LLC of any assets.

107. As a direct and proximate result of Defendants' acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages to an amount to be proven at trial but in any event in excess of \$15,000.00, plus prejudgment interest.

108. Defendants acted willfully and maliciously, and with oppression, fraud, or malice, and as a result of Defendants' wrongful conduct, Plaintiff is entitled to an award of exemplary or punitive damages.

109. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

SEVENTH CLAIM FOR RELIEF

(Piercing the Corporate Veil)

(Against Jean Francois Rigollet)

110 Plaintiff incorporates the allegations in the preceding paragraphs as though fully
111 admitted therein.

111 Rigollet is the sole manager and owner of Le Macaron and Hydrex and one of the
112 two managers of Fabreac, LLC, with Boris Jacobson as the other manager.

113 There is such unity of interest and ownership between Le Macaron/Hydrex/Fabreac
114 and Rigollet that they are inseparable from each other.

115 Rigollet set up and established these entities with the intent to shield himself from
116 personal liability from his own personal business ventures as an individual with the intent to
117 shield his hand from the Plaintiff.

118 Rigollet represented to Plaintiff that he was going to buy Plaintiff's interest in Le
119 Fabreac using Hydrex as Hydrex had substantial assets to secure the note until it was paid off.

120 Rigollet misused the protection of a limited liability company by self-dealing
121 such as commingling funds, financing money to himself through these entities for his own personal
122 gain as if these entities were merely hollow shells with no real assets or resources.

123 All of the profits derived through Le Macaron and Hydrex flow directly to Rigollet.
124 Therefore, both entities are merely the alter ego of Rigollet.

125 As a result to the corporate fiction of a separate entity would prevent a monetary
126 judgment or award against Plaintiff because Plaintiff never received any consideration in exchange
127 for his ownership interest.

128 As a natural and proximate result of Rigollet using the above stated fraudulent
129 entities as direct result of Rigollet's breaches of written agreements and continuing activities,
130 Plaintiff has suffered damages as a direct and proximate consequence in an amount in excess of
131 \$15,000.00.

132 Plaintiff has been forced to hire an attorney to prosecute this action and therefore
133 recover recovery of his attorney's fees and court costs pursuant to this law.

EIGHTH CLAIM FOR RELIEF

(Conversion)

(As Against All Defendants)

120. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

121. Plaintiff relied on the solvency of Defendant Bydon, LLC with numerous inquiries as to assets to secure a note until the note was paid off.

122. Plaintiff transferred over his 50% ownership interest to the Defendant without adequate consideration, and hereafter Plaintiff justifiably relied on Defendants' fraudulent actions to sell his interest in La Aragon.

123. In anticipation and throughout the pending litigation Defendant Bydon, LLC fraudulently transferred the properties to Tabasco, LLC.

124. From January 8, 2016, to February 3, 2017, Defendant Bydon, LLC relinquished multiple properties to Tabasco, LLC, fraudulently diverting 100% of its assets.

125. Plaintiff, LLC has commenced action on property relied on by Plaintiff for the note.

126. As a direct and proximate result of Defendants' acts and omissions, Plaintiff has suffered and will continue to suffer direct, incidental, and consequential damages in an amount to be proven at trial, but in any event in excess of \$15,000.00, plus prejudgment interest.

127. Defendants acted willfully and intentionally and with oppression, fraud, malice, and gross abuse of Defendants' wrongful conduct. Plaintiff is entitled to an award of exemplary or punitive damages.

128. Plaintiff has been forced to hire an attorney to prosecute this action and therefore seek recovery of his attorney's fees and costs pursuant to the law.

NINTH CLAIM FOR RELIEF

Fraudulent Transfer

(As Against All Defendants)

129. Plaintiff incorporates the allegations in the preceding paragraphs as though fully set forth herein.

1 (30) Plaintiff relied on the security of Defendant Wyden LLC with numerous
2 properties as its assets to ensure a safe until the same was paid off.

3 (31) Plaintiff transferred over his 50% ownership interest in Le Mansum without
4 adequate consideration, and therefore Plaintiff justifiably relied on Defendants' fraudulent actions
5 to sell his interest in Le Mansum.

6 (32) In anticipation and concealment, the pending litigation, Defendant Wyden LLC
7 fraudulently transferred the properties to Tabanan LLC.

8 (33) From January 28, 2016, to February 3, 2017, Defendant Wyden LLC liquidated
9 and sold properties to Tabanan LLC. It maliciously deceived Wyden LLC of any assets and did not
10 reserve adequate consideration for the same. This was done with the intent to hinder, delay and
11 defraud Plaintiff's ability to collect the assets of Wyden LLC.

12 (34) Tabanan LLC has continuously selling properties sold on by Plaintiff for the same.

13 (35) As a direct and proximate result of Defendants acts and omissions, Plaintiff has
14 suffered and will continue to suffer direct, incidental, and consequential damages in an amount to
15 be proven by trial, but in any event to exceed of \$15,000.00, plus legal counsel interest.

16 (36) Defendants acted willfully and maliciously and with oppression, fraud, and malice,
17 and as a result of Defendants' wrongful conduct, Plaintiff is entitled to an award of exemplary or
18 punitive damages.

19 (37) Plaintiff has been forced to hire an attorney to prosecute this action and therefore
20 with recovery of his attorney's fees and costs pursuant to the law.

21 **WHEREFORE, Plaintiff prays as follows:**

22 1. For declaration of rights and obligations as between Plaintiff and Defendants;

23 2. For judgment against Defendants for damages in an amount in excess of
24 \$15,000.00 together with interest thereon and entry of judgment;

25 3. For an award of punitive damages against Defendants for the fraudulent transfers
26 in an amount in excess of \$15,000.00, together with interest thereon until entry of judgment;

27 4. For entry of an order compelling Defendants to pay Plaintiff's costs and attorneys'

28 fees.

- 1 5. Consequential and incidental damages according to proof in trial and
2 6. For such other and further relief as the Court may deem just and proper.

3 DATED: August 13, 2018

JENNINGS & FULTON, LTD.

By: /s/ David B. Jennings, Esq.
JARED R. JENNINGS, ESQ.
Nevada Bar No. 007762
ADAM R. FULTON, ESQ.
Nevada Bar No. 11572
JENNINGS & FULTON, LTD.
2580 Secret Street
Las Vegas, NV 89146
Telephone: (702) 362-3565
Facsimile: (702) 362-2060
Email: jjennings@jfnvlaw.com
afulton@jfnvlaw.com
Attorneys for Plaintiff Ida July

JENNINGS & FULTON, LTD.

2580 Secret Street
Las Vegas, NV 89146
Phone: (702) 362-3565

JEFFREY S. & KELLY M. LITTON
1000 South Street
Aurora, Illinois 60014
312.464.0000

CERTIFICATE OF SERVICE

Personal to NRCP 5(b) and EDCR 7.26, I hereby certify that on the 17th day of August 2018, I served a true and correct copy of the foregoing Plaintiff's **SECOND AMENDED COMPLAINT** by direct email through the Court's electronic filing system and prepaid first class postage, to the persons and address listed below:

JEAN FRANCOIS RIGOLLET
LE MACARON LLC
HYDRO LLC
2003 Smokehouse Village Circle
Henderson, NV 89012
Nevada

/s/ Vicki Promnitz

Employee of the Law Firm of Jennings &
Ludlow, Co.

EXHIBIT “1”

U.S. - Mexico Border Security Agreement

This Agreement is made this 1st day of January, 1988, between the United States of America and the State of Mexico, hereinafter referred to as the Parties.

Whereas:

A. The Parties are committed to the principle of international law that states have the right to control their own borders;

B. The Parties are committed to the principle of international law that states have the right to control their own borders;

C. The Parties are committed to the principle of international law that states have the right to control their own borders;

D. The Parties are committed to the principle of international law that states have the right to control their own borders;

E. The Parties are committed to the principle of international law that states have the right to control their own borders;

F. The Parties are committed to the principle of international law that states have the right to control their own borders;

G. The Parties are committed to the principle of international law that states have the right to control their own borders;

H. The Parties are committed to the principle of international law that states have the right to control their own borders;

I. The Parties are committed to the principle of international law that states have the right to control their own borders;

J. The Parties are committed to the principle of international law that states have the right to control their own borders;

K. The Parties are committed to the principle of international law that states have the right to control their own borders;

L. The Parties are committed to the principle of international law that states have the right to control their own borders;

M. The Parties are committed to the principle of international law that states have the right to control their own borders;

N. The Parties are committed to the principle of international law that states have the right to control their own borders;

O. The Parties are committed to the principle of international law that states have the right to control their own borders;

P. The Parties are committed to the principle of international law that states have the right to control their own borders;

Q. The Parties are committed to the principle of international law that states have the right to control their own borders;

R. The Parties are committed to the principle of international law that states have the right to control their own borders;

S. The Parties are committed to the principle of international law that states have the right to control their own borders;

WITNESSETH THAT the within and foregoing is the true and correct statement of the facts as stated above.

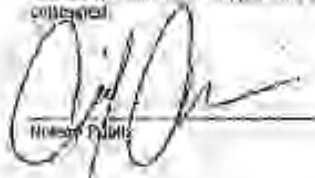
12. Any and all other facts and circumstances which may be necessary to explain or make intelligible the foregoing facts and circumstances.
13. Any and all other facts and circumstances which may be necessary to explain or make intelligible the foregoing facts and circumstances.

WITNESSETH

WITNESSETH
Notary Public, New York

STATE OF NEW YORK
County of Clark

On day of Sept 24, 2015 personally appeared before me, a Notary Public, personally known or known to me, the person(s) whose name(s) are subscribed to the above instrument and acknowledged that he/she/they executed this instrument for the purposes therein contained.


Notary Public



STATE OF NEW YORK
County of Clark

On day of Sept 24, 2015 personally appeared before me, a Notary Public, personally known or known to me, the person(s) whose name(s) are subscribed to the above instrument and acknowledged that he/she/they executed this instrument for the purposes therein contained.


Notary Public



For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Adys, LLC, a limited liability corporation organized in the State of Virginia, hereby assigns, conveys and transfers to HYDRO LLC a NEVADA limited liability company (hereinafter referred to as "Assignee"), all of its right, title and interest, of all of Assignor's membership interest in L.L. BEAUMONT LLC and the office, a NEVADA limited liability company (the "LLC"), along with any present and future membership interest, having Assignor without an interest in said LLC, and all future loans, accounts and all documents, as provided under the LLC membership agreement between Assignor and Assignee dated September 20th, 2012 delivered Assignor and Assignee this "Agreement".

TO HAVE AND TO HOLD the same unto the Assignee, his heirs, executors and assigns forever and Assignee (done for itself) and its successors and assigns; covenants and agrees (WHO Assigns) to specifically warrant and defend title to the said membership interests assigned hereby unto the Assignee, its executors and assigns, against any and all claims thereto in whatsoever made by or through the Assignor and Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the said assigned is good, its covenants is faithful that on consent or promise by any other person or entity is required for the valid assignment by the Assignor to the Assignee of the membership interests transferred herein; and that the membership interests are, have been, and shall be delivered free and clear from any security interests or other liens or encumbrances; and Assignor (WHO Assigns) the said and the membership interests transferred and assigned to the Assignee (hereafter) are not obligations, expectations or other value of present interest under the membership interests conveyed hereunder that it becom after any partition or bankruptcy and hereby makes its bankruptcy never filed against it and that it has not been declared a bankrupt and Assignor (WHO Assigns) for itself, and its successors and assigns, warrants that it will consent any such further actions of the foregoing companies and representatives in any bankruptcy.

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All rights reserved.

1. NAME OF THE VENDOR: _____
2. COUNTY OF THE VENDOR: _____

Under the *State Bar*, 2015 practically appeared in law, Jeffrey Paul, responsible for the of a person to be in the company which contract with the state to the many performed the management of the company, including this the time. In the course of the, subject

William F. Cutler



STATE OF KENTUCKY
COUNTY OF CLARK

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PHYS. 401-2001-01



EXHIBIT “2”

EXHIBIT "2"

You searched under: HYDRO LLC. Displaying only records with the document type of Ownership Documents between 1/1/1980 and 8/26/2017

Records found: 30

Record #	Document Type	Document Number	Document Date	Document Description	Document Value	Document Status	Document Action
10	HYDRO LLC	20100000000000000000	2010	HYDRO LLC	0.00	0.00	0.00
11	HYDRO LLC	20100000000000000000	2010	HYDRO LLC	0.00	0.00	0.00
12	HYDRO LLC	20100000000000000000	2010	HYDRO LLC	0.00	0.00	0.00
13	HYDRO LLC	20100000000000000000	2010	HYDRO LLC	0.00	0.00	0.00
14	HYDRO LLC	20100000000000000000	2010	HYDRO LLC	0.00	0.00	0.00
15	HYDRO LLC	20100000000000000000	2010	HYDRO LLC	0.00	0.00	0.00
16	HYDRO LLC	20100000000000000000	2010	HYDRO LLC	0.00	0.00	0.00
17	HYDRO LLC	20100000000000000000	2010	HYDRO LLC	0.00	0.00	0.00
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22	HYDRO LLC	20100000000000000000	2010	HYDRO LLC	0.00	0.00	0.00
23	HYDRO LLC	20100000000000000000	2010	HYDRO LLC	0.00	0.00	0.00
24	HYDRO LLC	20100000000000000000	2010	HYDRO LLC	0.00	0.00	0.00
25	HYDRO LLC	20100000000000000000	2010	HYDRO LLC	0.00	0.00	0.00
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27	HYDRO LLC	20100000000000000000	2010	HYDRO LLC	0.00	0.00	0.00
28	HYDRO LLC	20100000000000000000	2010	HYDRO LLC	0.00	0.00	0.00
29	HYDRO LLC	20100000000000000000	2010	HYDRO LLC	0.00	0.00	0.00
30	HYDRO LLC	20100000000000000000	2010	HYDRO LLC	0.00	0.00	0.00

Any (existing or new) Ownership for 181down will be governed by the Ownership Disclosures between: 1/1/1400 and 6/29/2017

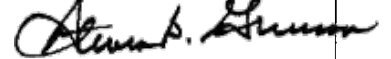
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TAMM	TAMM	RECEIVED	20100808000000	0800	100	100

EXHIBIT “11”

EXHIBIT “11”



P. STERLING KERR, ESQ.
Nevada Bar No. 3978
GEORGE E. ROBINSON, ESQ.
Nevada Bar No. 9667
LAW OFFICES OF P. STERLING KERR
2450 St. Rose Parkway, Suite 120
Henderson, Nevada 89074
Telephone No. (702) 451-2055
Facsimile No. (702) 451-2077
sterling@sterlingkerrlaw.com
george@sterlingkerrlaw.com

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

MAX JOLY, an individual

Plaintiff,

vs.

JEAN FRANCOIS RIGOLLET, an individual;
LE MACARON LLC, a Nevada Limited
Liability Company; BYDOO LLC, a Nevada
Limited Liability Company; DOES 1-10; and
ROE CORPORATIONS 1-10,

Defendants.

Case No.: A-16-734832-C

Dept. No.: XXV

JEAN FRANCOIS RIGOLLET, an individual;
LE MACARON LLC, a Nevada Limited
Liability Company; BYDOO LLC, a Nevada
Limited Liability Company; DOES 1-10; and
ROE CORPORATIONS 1-10

Counterclaimant,

vs.

MAX JOLY, an individual,

Counter-defendant

STIPULATION AND ORDER

1 Defendants, JEAN FRANCOIS RIGOLLET, LE MACARON LLC, and BYDOO LLC,
2 (hereinafter collectively "Defendants") by and through their counsel The Law Offices of P.
3 Sterling Kerr, and Plaintiff MAX JOLY, by and through his counsel Jennings & Fulton, LTD.,
4
5 HEREBY STIPULATE AND AGREE as follows:

6 WHEREAS Plaintiff filed a Motion seeking to file his Second Amended Complaint.

7 IT IS HEREBY STIPULATED that Plaintiff may amend his First Amended Complaint
8 and file a Second Amended Complaint as attached as Exhibit 1 to Plaintiff's Motion for Leave to
9 Amend the First Amended Complaint to Add Defendants Tahican, LLC and to Add Punitive
10 Damages filed on 9/11/2018.

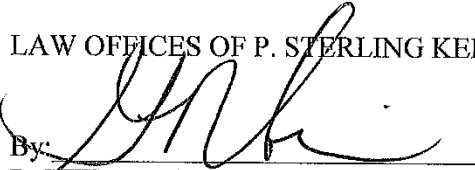
11 IT IS FURTHER STIPULATED that Defendants shall have ten (10) days after service of
12 Plaintiff's Second Amended Complaint to file a responsive pleading to the Second Amended
13 Complaint.
14

15 IT IS FURTHER STIPULATED that the hearing on Plaintiff's Motion for Leave to
16 Amend the First Amended Complaint to Add Defendants Tahican, LLC and to Add Punitive
17 Damages set for October 16, 2018 shall be taken off calendar.

18 Respectfully Submitted:

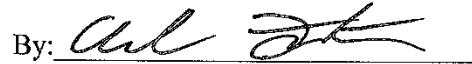
19 DATED this 5th day of October, 2018

20 LAW OFFICES OF P. STERLING KERR

21 By: 
22 P. STERLING KERR, ESQ.
23 GEORGE E. ROBINSON, ESQ.
24 2450 St. Rose Parkway, Suite 120
25 Henderson, Nevada 89074
26 Attorneys Defendants

DATED this 2 day of October, 2018

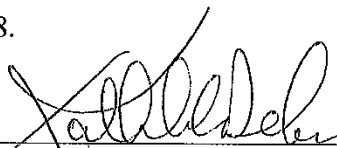
JENNINGS & FULTON, LTD.

26 By: 
27 JARED B. JENNINGS, ESQ.
28 ADAM R. FULTON, ESQ.
2580 Sorrel Street
Las Vegas, NV 89146
Attorneys for Plaintiff

ORDER

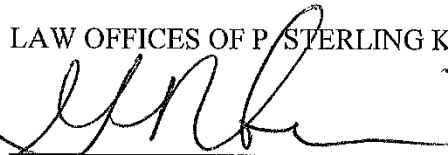
The Court, having reviewed the stipulation of the parties, and good cause appearing,
IT IS SO ORDERED.

DATED this 10th day of October, 2018.


DISTRICT COURT JUDGE
mk

Submitted by:

LAW OFFICES OF P. STERLING KERR



P. STERLING KERR, ESQ.

Nevada Bar No. 3978

GEORGE E. ROBINSON, ESQ.

Nevada Bar No. 9667

2450 St. Rose Pkwy., Ste 120

Henderson, NV 89074

Attorneys for Plaintiffs

EXHIBIT “12”

EXHIBIT “12”

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Contract

COURT MINUTES

October 30, 2018

A-16-734832-C Max Joly, Plaintiff(s)
vs.
Jean Rigollet, Defendant(s)

October 30, 2018 09:00 AM All Pending Motions

HEARD BY: Delaney, Kathleen E. COURTROOM: RJC Courtroom 03F

COURT CLERK: Boyle, Shelley

RECORDER:

REPORTER: Howard, Sharon

PARTIES PRESENT:

Adam R. Fulton Attorney for Counter Defendant, Plaintiff

George E. Robinson Attorney for Counter Claimant, Defendant

JOURNAL ENTRIES

SHOW CAUSE HEARING...DEFT'S. MOTION TO EXPUNGE NOTICE OF LIS PENDENS

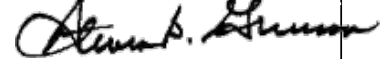
Extensive argument regarding the role of Tahican, LLC, if they have been named as a party in the matter, the filing date of the Second Amended Complaint, and if the claims relate to the real property.

Regarding the filing of the Second Amended Complaint, COURT ADVISED, at the time the Motion to Amend was heard it was understood that there was a Second Amended Complaint that was being asked to be approved by the Court and the Court did approve it. The ensuing deadlines should flow from the time the Motion to Amend is granted. COURT WILL consider the Second Amended Complaint as FILED and part of the case, and as those parties listed in. A response will need to be filed at some point.

Additional argument by counsel regarding the merits of the Motion. Mr. Fulton argued after the Complaint was filed the property was transferred from Bydoo LLC to Tahican LLC for zero value. Mr. Robinson argued there was no Deed of Trust on the property owned by Bydoo LLC, there was not personal guarantee signed by Mr. Rigollet; there were no personal agreements. COURT STATED it agrees with Pltf., the Nevada Supreme Court would find the Lis Pendens is appropriate. COURT STATED FINDINGS. COURT ORDERED, Motion DENIED, the Lis Pendens will REMAIN on the property. Mr. Fulton is to prepare the Order with the findings of fact and conclusions of law. COURT NOTED, the Department 30 Settlement Program is available to the parties.

EXHIBIT “13”

EXHIBIT “13”



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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

MAX JOLY, an individual

Case No.: A-16-734832-C

Plaintiff,

Dept. No.: XXV

vs.

JEAN FRANCOIS RIGOLLET, an individual;
LE MACARON LLC, a Nevada Limited
Liability Company; BYDOO LLC, a Nevada
Limited Liability Company; DOES 1-10; and
ROE CORPORATIONS 1-10,

Defendants.

ORDER

JEAN FRANCOIS RIGOLLET, an individual;
LE MACARON LLC, a Nevada Limited
Liability Company; BYDOO LLC, a Nevada
Limited Liability Company; DOES 1-10; and
ROE CORPORATIONS 1-10

Counterclaimant,

vs.

MAX JOLY, an individual,

Counter-defendant

1 ~~OCTOBER~~ ^{12/15}
2 On May 30, 2018, the Court held a scheduled hearing wherein GEORGE E. ROBINSON,
3 appeared on behalf of Defendants/Counter Claimants; ADAM R. FULTON, ESQ., appeared on
4 behalf of Plaintiff/Counter Defendant. At said hearing, the Court heard Defendant's/Counter
5 Claimants Motion to Expunge Notice of Lis Pendens.

6 The Court having reviewed the pleadings and papers on file herein, including the briefing
7 for the above motion and having heard and considered the oral argument of counsel, and good
8 cause appearing, the Court makes the following findings of fact and conclusions of law:

9 **FINDINGS OF FACT**

10 1. BYDOO LLC owned a property located at 2003 Smoketree Village Circle (the
11 "Property").

12 2. The initial Complaint was filed by Plaintiff against BYDOO LLC et al. in this
13 action on April 11, 2016.

14 3. The property was transferred from BYDOO LLC to TAHICAN LLC after the
15 initial Complaint was filed.

16 4. A lis pendens was recorded by Plaintiff on the Property on April 5, 2017.

17 5. A Motion to Expunge the Lis Pendens was filed by the Defendants on August 10,
18 2018.

19 6. Plaintiff improperly filed a Second Amended Complaint naming TAHICAN LLC
20 as a party and making claims for fraudulent transfer of the Property.

21 7. Plaintiff filed a Motion for Leave to file the Second Amended Complaint on
22 September 11, 2018.

23 8. A stipulation and order was filed on October 17, 2018 allowing the filing of the
24 Second Amended Complaint.

1 **CONCLUSIONS OF LAW**

2 NRS 14.010 states in which types of actions a Lis Pendens may be recorded against a
3 property:

4 1. In an action for the foreclosure of a mortgage upon real property, or affecting the
5 title or possession of real property, the plaintiff, at the time of filing the complaint, and the
6 defendant, at the time of filing his or her answer, if affirmative relief is claimed in the
7 answer, shall record with the recorder of the county in which the property, or some part
8 thereof, is situated, a notice of the pendency of the action, containing the names of the
9 parties, the object of the action and a description of the property in that county affected
thereby, and the defendant shall also in the notice state the nature and extent of the relief
claimed in the answer.

10 Although case law does not exist in the State of Nevada regarding this issue, when claims
11 are made for fraudulent transfer under the Uniform Fraudulent Transfer Act, other jurisdictions
12 have established that a lis pendens is proper. *See Sports Shinko Co. v. Qk Hotel* 457 F. Supp. 2d
13 1121, 1124 (D. Hawaii 2006); *Farris v. Advanced Capital Corp.*, 170 P.3d 250, 252 (Ariz. 2007);
14 *Kirkby v. Sup. Ct.* 93 P.3d 395, 402 (Cal. 2004).

15 The claims for fraudulent transfer between BYDOO LLC and TAHICAN LLC establish
16 a valid legal basis for the Lis Pendens pursuant to NRS Chapter 14.010 under Nevada law.
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1 **ORDER**

2 The Court, having made the above findings of fact and conclusions of law, hereby orders
3 as follows:


4 **IT IS FURTHER ORDERED** that Defendant/Counter Claimant's Motion to Expunge
5 Lis Pendens is denied.
6

7
8 DATED this 21st day of November, 2018.

9
10 
11 DISTRICT COURT JUDGE
12 SC

12 Submitted by:

13 LAW OFFICES OF P. STERLING KERR

14 
15
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21 *Attorneys for Defendant's/Counter Claimant*
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